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## The Solicitors' Journal and Reporter.

LONDON, JUNE 4, 1887.

## CURRENT TOPICS.

A SPECIAL RULE or Court has been made authorizing the closing of the Court of Appeal, High Court, and the offices of the Supreme Court on the 21st inst.

WE PRINT elsewhere new Rules of the Supreme Court for further carrying out the arrangements of the Chancery Chambers at Liverpool and Manchester. Rule 1 provides that originating summonses may be sealed and issued in the district registries of Liverpool and Manchester respectively, and appearances thereon entered in the same respective registries. Rule 2 enables petitions presented in those registries respectively, and requiring answer, to be answered in the name of one of the district registrars.

THE DELAY in getting costs taxed in the Chancery and Queen's Bench Divisions, but more especially in the Chancery Division, has for some years past engaged the serious consideration of solicitors and suitors. In 1878-79 the Incorporated Law Society gave the subject much attention, and reported fully to the Lord Chancellor upon it, the result of which was that one of the then members of the council (Mr. F. G. DAVIDSON) was appointed a taxing master. We understand that the council have again given the subject attention, and have prepared a report, which they have brought to the notice of the proper authorities. There are some matters conduced to delay which seem to be capable of easy remedy. For instance, with regard to objections, the present cumbrous and dilatory practice could be effectually remedied by adjourning the objections to a judge in chambers directly they are brought in, instead of waiting, as at present, for the master to write out his reasons for the disallowances. If this suggestion were adopted, the judge could forthwith give the master directions, and in nine cases out of ten objections could be thus promptly disposed of. Should the parties be disposed to carry the matter further, they could do so in the ordinary course by means of a summons to review. Under the present system it is not an uncommon thing for a summons to proceed upon objections to take several months. Again, one of the taxing masters of the Chancery Division should take daily, without formal appointments, all taxations in small matters, and, in giving appointments to proceed, the morning should be devoted to matters not taking much time, and the afternoon to long appointments. Querries should be disposed of at any time during which the master or his clerk are not engaged with parties actually before them. Having regard to the number of bills which at the commencement of each Long Vacation remain undisposed of, it may be suggested that each master, before closing his office, should report to the Lord Chancellor that all bills in his office have been taxed, or should append to his report a schedule of the bills which remain untaxed, giving the reason why each has not been dealt with. In the Queen's Bench Division there is no delay in getting short bills taxed, either during the sittings or in the Long Vacation. The delay which exists in getting long bills taxed arises from the inconvenient system of allotting a taxation to the particular master to whom the action has been referred, and who has exclusively to deal with all applications in that action. This system, it

is conceived, should be abolished, except in special cases. During the Long Vacation there is only one master sitting, and the consequence is that no long bill can be taxed, as his time is fully occupied in dealing with short taxations. To remedy this it has been suggested that three of the masters should be in attendance daily during the vacation. There seems to be no sufficient reason to increase the number of common law masters if a proper system were adopted, and if the masters were in regular attendance from ten till four, and on Saturdays from ten till two. To prevent the delays which at present arise it is suggested that three masters should be assigned to each division—A to F, G to N, and O to Z—and that they should attend in the same division in every sitting through the year. If the suggestions above made were carried into effect they would do much towards facilitating the taxation of costs and disposing of the arrears which now exist in some of the offices.

THE AGITATION for repression of "indecent law reports" has resulted in the introduction of a Bill "to amend the law as to reports of proceedings in courts of law," which, we observe, is backed by five members of the bar. The Bill proposes that, "in any proceedings, civil or criminal, in any superior court, it shall be lawful for the court at any time by order to direct that the details of matters of an obscene or indecent nature in such proceedings, or in any specified part or parts thereof, shall not be published in any newspaper, book, pamphlet, news-sheet, placard, advertisement, or other printed document"; and it provides penalties on summary conviction for breach of such order of either imprisonment for not exceeding one month, or fine not exceeding £50, or both imprisonment and fine. It will be observed that proceedings before magistrates, which are the proceedings most frequently giving rise to the publication in country newspapers of "matters of an obscene or indecent nature," are left untouched by these anxious guardians of public morals. Their attention has apparently been exclusively fixed on sensational divorce cases, in which more or less exalted personages are concerned. It will also be noticed that, while it is considered essential to prohibit the publication by "printed document" of "matters of an obscene or indecent nature," it is apparently left open to anyone to publish a lithographed copy of the "details." Clause 2 subjects to the heavy penalties imposed (1) the reporter who prepares; (2) the printer who prints; (3) the sub-editor who "procures to be prepared"; (4) the proprietor who "procures to be printed" any prohibited report; (5) the publisher who publishes; (6) every newsvendor who sells; (7) every newsvendor who exposes for sale any newspaper, published after the order, containing any report of the prohibited details. Apparently the only persons who escape penalties are the chief editor and the purchasers, who are perhaps not the persons least to blame. It is provided that "No person shall be liable to any punishment under this Act if he proves to the satisfaction of the court of summary jurisdiction that, without any negligence on the part of himself or of those intrusted with the management of his business, the alleged offence was committed in ignorance of the order of court forbidding such publication." As it would plainly be negligence not to look at the newspapers or search for prohibitory orders, it would seem to be necessary, if this singular Bill becomes law, for every newspaper boy in the streets, and every stationer who exposes newspapers for sale, to examine the law reports in each newspaper, and if he finds any indecent details therein, to search forthwith at the Central Office or Divorce Registry in order to ascertain whether any prohibitory order has been made. Probably, however, the effect of these penalties on cautious newspaper editors and proprietors would be such that the publication of reports of divorce cases and other cases involving indecent details would altogether cease. Have the promoters of this Bill considered the extreme comfort and satisfaction which this result will afford to guilty parties? The heaviest penalty for their offences will be removed, for their crimes, instead of being known all over England, will be revealed only to a few score people in court. A divorce case will, in fact, become quite a comfortably private little affair.

THE RAILWAY AND CANAL Traffic Bill has been sent down from the House of Lords to the House of Commons with only two

material alterations in regard to traffic, both in the interest of the traders. In the first place, the clause which enabled the commissioners, in deciding a question of undue preference, to take into consideration whether any difference of charge complained of was necessary for the purpose of securing traffic, has been amended by requiring the difference to be necessary for securing the traffic *in the interests of the public*, and by a proviso that the commissioners may direct that "no higher charge shall be made to any person in respect of merchandize carried over a less distance than is made to another person for similar services in respect of the same description and quantity of merchandize carried over a greater distance on the same line of railway." This, though it leaves everything to the discretion of the commissioners, is a great concession to the traders, the proviso steering between the equal mileage rates system and the system of preferential rates at large. In the second place, the controversy between the companies and the traders as to the charge for stations is met by a provision that, in the new rates, when settled, "in the determination of terminal charges regard shall be had only to the expenditure reasonably necessary to provide the accommodation in respect of which such charges are made, irrespective of the outlay which may have been actually incurred by the railway company in providing that accommodation." This is not very clearly expressed, but we take it to mean that no charges are to be made to meet the interest upon the capital used to build the stations, but that charges may be made for keeping the stations and station appliances in proper working order. We expect to see this amendment further amended in the interest of the traders, and it is material to point out that until the new rates come into effect—which may not be for some two or three years—the traders will have to pay for the whole expenses of the stations. Such we take to be the effect of the interpretation clause, which defines "terminal charges" as including "charges in respect of stations, sidings, wharves, dépôts, warehouses, cranes, and other similar matters, and of any services rendered thereto," inasmuch as the Act is to be read as one with the Traffic Acts of 1854 and 1873. But the question, whether or not the railway companies, pending the settlement of the rates to be revised, are to become entitled to charge for stations, ought to have been more directly faced.

"THE GREAT and beneficent institution of property," Lord COLNBRIDGE told the Glasgow Juridical Society last week, "rests upon its general advantage," and he added that "the enjoyment of property must rest on the same foundation." Perhaps we may be permitted to respectfully hint that this is as trite as it is true. The learned speaker seemed to suppose that the distinction between the right of property and the mode of enjoyment of property was forgotten, which, considering that he was addressing an assembly of lawyers, does not seem to have been particularly complimentary to his hearers. But there is another distinction which we do not find noticed by the learned Chief Justice in his address, and which is more apt to be forgotten. The mode of enjoyment of property must be protected until the Legislature has altered it, however much such enjoyment may seem to be opposed to the general advantage. There is no point in which the English law has been more careful than this. The doctrine, so much laboured by Lord COLNBRIDGE, of the right of the Legislature to interpose and regulate the mode of enjoyment of property, we should suppose needed no demonstration, but at the present day we should have thought that the principle that no one is justified in violating property or rights for the time being established by law in favour of another, however much such violation may appear to be for the general good of the whole community, might have been very usefully dwelt upon. Instead of this we find the Lord Chief Justice telling his hearers that the "country belonged to its inhabitants, and the moment a fragment of the people set up rights inherent in themselves, and not founded on the public good, plainly absurdities followed"; that "There were estates in these islands of more than a million acres, and it was plainly conceivable that they might grow much larger," and that "A state of law under which a country existed, not for its people, but for a mere handful of them, ought to be instantly and absolutely set aside." Did it not occur to the learned speaker that people who are stupid enough to confuse the right of property with the mode

of enjoyment of property would be very likely also to mistake an exhortation no doubt meant to stimulate legislation for a direct approval of the lawless disregard of private rights which seems to be every day becoming more prevalent?

IT HAS FOR SOME TIME been looked upon as settled law that there can be no public right of fishing in non-tidal waters, even where the river in question is to some extent navigable (*Pearce v. Scotcher*, 9 Q. B. D. 162). In that case Mr. Justice Grove is reported to have said that the case was determined by authority, and, after referring to the "rule" laid down in *Hale De Jure Maris*, and the Irish case of *The Banne* (Davis, 55), to have remarked that the cases cited against the claim made on behalf of the public were uniform and consistent with that rule. Under these circumstances, at first sight, it is somewhat surprising to read a Bill recently brought in by Mr. BROADHURST, which recites that "doubts" have arisen as to the right of the public to fish in such rivers and streams in England as are public highways, and were not "in defence" in the reign of Henry II., and which proposes to enact that they "shall have the right to fish in all rivers or streams which are public highways, or over or upon which the public have free right of passage." The only rights "saved" by the Bill are those in existence in the reign of Henry II., and which have since been continued. As the Bill purports to be a declaratory one, it is natural to inquire what grounds the promoters have for suggesting that the law is doubtful, and why they refer to the reign of Henry II. The answer to the inquiry is given in an opinion of a learned gentleman, which has been printed, in which, after going very elaborately into the early English law on the subject, he forms the following conclusions:—(1) every river that is in fact navigable for ships or boats is a "public river" and a highway; (2) an exclusive right of fishery is a royal franchise; (3) the grant of any franchise of fishery is void by Magna Charta, c. 16, unless the franchise was in existence in the reign of Henry II. He cites a considerable number of extracts from hundred rolls and other ancient authorities to shew that it was unlawful for a private person to take possession of fisheries (even in fresh water) which had been public before. He does not say that the decision in *Pearce v. Scotcher* is not law, but points out that it is not consistent with our earlier law, and that the question has never been decided by an English Court of Appeal. The Bill, it would appear, ought to one, not to declare, but to amend, the law.

#### CONTINGENT LIABILITIES IN BANKRUPTCY.

THE case of *Morgan v. Hardy* (ante, p. 346, 18 Q. B. D. 646), recently decided in the Court of Appeal, raised a somewhat important question of bankruptcy law. We apprehend that the principle of the decision will apply to the existing Bankruptcy Act, though the case arose under the repealed Act of 1869, the provisions of the two Acts, *in pari materia*, being very similar.

The facts of the case were these. The assignee of a term of years covenanted to indemnify the lessees against damages for breach of a covenant to yield up the demised premises in repair at the end of the term. Eight years before the term expired, the assignee filed a petition for liquidation by arrangement under the Bankruptcy Act, and obtained an order of discharge. The lessees tendered no proof in the liquidation in respect of the assignee's possible liability at the end of the term upon his covenant to indemnify; but after the term expired they claimed indemnity from him in an action in respect of damages recovered against them by the lessor for breach of the covenant to yield up the premises in repair.

It was held by the majority of the court (Bowen and Fry, L.J.J.) that the claim of the lessees was barred under section 40 of the Bankruptcy Act, 1869, by the order of discharge, because the effect of section 31 was to make the assignee's future and contingent liability on his covenant for indemnity a debt provable in the liquidation, unless the lessees obtained an order of the court declaring it to be a liability incapable of being fairly estimated. The Master of the Rolls unfortunately dissented, holding that the lessees' claim was not barred by the order of discharge, because

the assignee's liability was at the date of the liquidation proceedings incapable of being estimated at all, and the provisions of section 31 did not apply to such a liability.

We cannot help thinking that the view taken by the majority of the court was sounder and more in accordance with the expediency of the case than that taken by the Master of the Rolls. One reason, and a very strong one for so deciding, seems to be derivable from the well-known history of the law of bankruptcy and the general scope of the legislation in regard to this subject. This point is so fully developed in the judgment of Bowen, L.J., and the cases referred to by him, that it would be useless to dwell upon it at length. One of the well-known objects of a law of bankruptcy is to give a bankrupt a fresh start in life. Under the older enactments a bankrupt was left subject oftentimes to liabilities which could not be proved in bankruptcy owing to their contingent nature; and we have always supposed it to be almost a truism that the general scope of the subsequent legislation was to free a bankrupt in the most absolute manner possible from all liabilities.

The argument that appears to have weighed principally with the Master of the Rolls seems to have been that it could not be that the Legislature intended what, as a matter of business, would be an absurd and idle formality to be gone through; that, when the liability was obviously incapable of being estimated, it would be useless to go through the ceremony of asking the trustee to put an estimate upon it; and that the Legislature could only mean the provisions to apply when the machinery given by them was, in the nature of things, applicable. We are not convinced by this argument, forcible as it may at first sight appear. We think it may be shewn that it is not idle to apply the machinery given by the statute to the case of any liability however incapable of being estimated. The broad object of the legislation is admitted to be to free the bankrupt as completely as is reasonably possible from all liabilities. It is, however, recognized by the Legislature that, in the case of some liabilities, it may be so absolutely impossible from their nature to estimate them, that they cannot be provable, and therefore, *ex necessitate rei*, the bankrupt must remain liable. But how and when is this capability or incapability of being estimated to be ascertained? It must either be ascertained at the time of the bankruptcy or afterwards in the action brought to enforce the liability. We should say that on every ground it is more convenient that it should be ascertained at the period of the bankruptcy—the period to which the possibility or impossibility of estimating the liability has relation—than perhaps after a long interval at the time when the action is brought. The circumstances with relation to which its capacity for being estimated are to be judged are those existing at the time of the bankruptcy. Again, there is this great advantage in having the question determined at the time of the bankruptcy, that this enables the bankrupt to know how he stands. If it be determined that the liability can be proved, he starts again a free man; if not, he knows, at any rate, of the possible liability, and is not left with an uncertainty hanging over his head.

The fallacy, if we may respectfully say so, of the Master of the Rolls' view appears to us to be that he assumes too much the existence of an obvious absolute line of demarcation between liabilities that are capable, and those that are incapable, of being estimated. We doubt whether it would be found in practice that the incapacity of a liability for being estimated would be so certain and obvious *a priori*; and therefore great uncertainty might arise; the bankrupt would not know whether he was free or not, and it might be a difficult question afterwards, in an action brought on the liability, to say whether it came on one side of the line or the other. Surely it is obviously much better that the question should be determined at once upon the bankruptcy.

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The following gentlemen have been proposed as candidates for election as members of the Bar Committee at the ensuing annual election, which will be held in the week ending the 11th of June—viz., Sir Henry James, Q.C., M.P., Mr. W. F. Robinson, Q.C., Mr. Montague Cookson, Q.C., Mr. J. Rigby, Q.C., Mr. F. A. Bosanquet, Q.C., Mr. F. Lockwood, Q.C., M.P., Mr. A. M. Channell, Q.C., Mr. W. R. Kennedy, Q.C., Mr. F. W. Maclean, Q.C., M.P., Mr. E. Cutler, Q.C., and Messrs. Bargrave Deane, J. W. Dunning, F. Evans, W. Graham, W. A. Meek, S. Hall, W. E. Harrison, H. Smith, A. Underhill, R. S. Wright, and Alfred Young. Only sixteen candidates can be elected.

#### THE AMENDMENTS TO THE LAND TRANSFER BILL.

##### II.

4. *Registration generally.*—Under the Act of 1875 no direct application for a qualified title could be made. The process was to apply for an absolute title, and then to accept a qualified one. New clause 22 enables the application for a qualified title to be made direct.

By (new) clause 23 undivided shares in any land or charge, and flats or portions of houses held as separate freeholds, may be registered. Such interests would then appear to come under the compulsion clauses, especially as there is no such note to this clause as there is to the following one (24) that such registration shall not be compulsory. If it be compulsory, the convenience of the provision may be questioned.

By (new) clause 24 (1) (*f.*) power is given to register rights of way, water, light, and other rights attached to or in favour of land, otherwise such rights could only be noted as *against* land (Act of 1875, s. 18).

The production of the certificate of title on all registered transactions is now made obligatory (clause 28(1)), and power is given to the board to compel its production by any person having it in his custody (clause 28(2)(3) and Act of 1875, s. 110). This is probably intended to effect the raising of the certificate of title into a more trustworthy substitute for title deeds than it is now. The frequency of cases where the certificate was in the hands of a third party, coupled with the want of any power to compel its production under the old Acts, has unavoidably caused a practice to arise in the present registry of registering transfers without production of the certificate of title, therefore (of course) without any note or indorsement of the dealing being made on it. Thus the certificate is no evidence at all of the state of the title subsequent to the date of its first issue. Under the Torrens' system its production is always insisted on; every dealing is indorsed upon it, and, in consequence, where parties do not suspect actual fraud, a great deal of business is done on faith of the certificate alone, supplemented at most by a search for cautions, which can be effected by telegraph. It is probably the intention of this amendment to obtain the like results here.

The case of a married woman is provided for by new clause 32 as follows:—She may be registered as proprietor; if her husband is entitled to the rents and profits he may be registered as joint proprietor, and in such cases, and only in such cases, she shall be separately examined before making any disposition; on her death the usual registry rules will apply; the husband, however, having power to be registered as proprietor according to his interest.

Power to appeal to the court on a refusal of the board to register is given (new clause 35 (3)).

5. *Law of real property (Part IV.).*—The alterations made are as follows:—Husbands and wives surviving are to have the option of taking their curtesy, dower, freebench, &c., estates under the old law if married before the passing of the Act. The somewhat arbitrary powers of valuing land given to executors for purposes of appropriation *in specie* for satisfaction of legacies by the (old) clause 31 (1) are now subjected to the "prescribed provisions" and an appeal to the court. Succession duty—the standing grievance of purchasers for many years—is at last to be dealt with in a summary manner, and the ingenious device of the celebrated Chancellor of the Exchequer, by which every purchaser has been made to do the work of an Exciseman gratis, is considerably diminished in force. By new clause 44 (1) succession duty is made an "incumbrance." This renders it liable to extinction if not declared on the register on first registration with absolute title. (2) On the death of a registered owner the board are to place a caution on the register for six months, and inform the Commissioners of Inland Revenue of it. (3) The caution can be renewed on application of the commissioners; but (4) only for two years, unless they satisfy the board or, on appeal, the court, that they have been diligent in their endeavours to exact payment. The old clause 33 (2) relating to conversion of a base fee into a fee simple has been struck out; these cases are not very common, and the case of base fees which had been sold presented much difficulty.

A curious little point which arose out of the abolition of the heir-at-law—namely, the effect of the word "heirs" in future documents—is met by new clause 62, which provides (broadly) that, where it is used as a word of limitation, it shall have its

present meaning; when used as conferring a beneficial interest on a person or class of persons, it shall have its present meaning in documents executed before the Act, but shall mean "next of kin" in future documents; and, when used in any other way, shall mean "personal representatives."

6. Solicitors will be interested in observing the bearing of the amendments on the employment of agents by landowners. New clause 53 (4) alludes to "officers employed on behalf of the applicants for registration or other persons dealing with the Land Transfer Office," who are to be "remunerated by such fees by the parties as may be prescribed." The words of the clause have raised an apprehension that an opening is thus given for the employment of agents other than solicitors to transact legal business for applicants. It may be, however, that the clause only contemplates the employment, at fixed rates, of some such persons as the licensed surveyors who have so greatly facilitated the details of registration under the Torrens' Acts; or even the accrediting of solicitors themselves to act for and as officers of the Land Transfer Office in receiving and forwarding applications—a system which, if it could be carried out, would be likely enough to prove a considerable benefit to the Land Transfer Office and the landowners also.

The old clause 45 empowered her Majesty by Order in Council to make district registries of the High Court, and any other offices created by Act of Parliament, to be auxiliary to the board. The corresponding new clause (56) adds clerks of the peace, clerks of Land Tax Commissioners, clerks to justices, or registrars of county courts, to the list. This addition makes it appear likely that an attempt will be made to utilize the local knowledge possessed by these personages, who, moreover, are mostly solicitors. The provision will also enable a very large number of local receiving officers, so to speak, to be created: the beneficial results of such a step, if such a step be contemplated, would probably be considerable.

This concludes the observations we think it advisable to make on the amendments at this stage of the Bill. We have not adverted to matters of minute interest, or to verbal difficulties except when thrown in our way from other causes, our object being to discover and set forth, as far as possible, the general intentions of the framers of the amendments, leaving questions of exact detail, and even of construction also, to a later period, when the final form of the measure becomes more accurately known.

## REVIEWS.

### PERPETUITIES.

**THE RULE AGAINST PERPETUITIES.** By JOHN CHIPMAN GRAY, Royal Professor of Law in Harvard University. Boston: Little, Brown, & Co.

The learning and industry of Professor Gray are known to the lawyers of this country through his book on Restraints upon Alienation, which was reviewed by us some time ago. The present work is of larger extent, but deals with a closely kindred subject. The policy of the American law so nearly resembles, upon these points, the policy of the English, that even the later development of the former throws light upon the latter. Until the Declaration of Independence, the one law was practically identical with the other; but the doctrine of perpetuities is of such recent invention that many of its most important principles remained at that date in a crude or embryonic condition. Professor Gray is as much at home when citing English authorities as when appealing to those of his own country; and there are few English lawyers who might not gather some breadth of view, and some important details of information, from the present work. The learned author is a man with the courage of his convictions, and he speaks his mind with a refreshing freedom from that creeping obscurity which seems always afraid to let the reader know what the writer really means. We shall not deny that we have found in his pages some propositions from which we dissent. We do not agree with his opinion that "the Statute *Quia Emptores* put an end to qualified fees" (s. 36, p. 25). The fact, stated by the learned author, that "Mr. Sanders was the first author to distinctly recognize, or at any rate to distinctly state" this proposition, is enough by itself to cast some suspicion upon its correctness; for it is not very probable that so important an operation of the statute remained for about five centuries hidden from the eyes of all men, to be revealed only then to

those of Mr. Sanders. Nor are we at all convinced by Professor Gray's reasoning, that conditions at the common law annexed to legal estates are within the Rule against Perpetuities (ss. 299–303, pp. 213–216). The information which follows the last-cited passage, shewing that the American courts are much of our opinion, is highly interesting. On the other hand, we cheerfully concede to the learned author that his explanation of the origin of Lord Coke's doctrine, that, on the dissolution of a corporation, there occurs a reverter to the donor, and not an escheat to the lord, is at least exceedingly ingenious and plausible (s. 48, p. 35). But even upon those points in which we differ from Professor Gray we have derived much advantage from his careful and clear treatment, which never fails to illustrate any subject with which he deals. In conclusion, as a warning to any among ourselves who may be too eager to substitute the conciseness of a new Act of Parliament for the more prolix security of settled authorities, we would call attention to the frightful list of cases given at pp. 442–444, which are due to the recent labours of the American statute-mongers. "Since the passage of the Revised Statutes," says Professor Gray, "there have been over one hundred and seventy reported case on questions of remoteness. . . . This enormous amount of litigation is, perhaps, as striking an illustration as could be found of the dangers attending radical legislation."

## MAGISTERIAL FORMULIST.

**A GENERAL FORMULIST FOR USE IN JUSTICES' CLERKS' OFFICES, INCLUDING THE CONSOLIDATED FORMS, 1886, THE FORMS FOR INDICTABLE OFFENCES, AND SPECIAL FORMS FOR THE GENERAL PRACTICE OF SUCH OFFICES.** By TEMPLE CHEVALLIER MARTIN, Chief Clerk of the Lambeth Police Court. Knight & Co.

The scope of this book is given in the title. It does not pretend to be an absolutely complete collection of forms for use in magisterial practice, but it contains all the forms in most ordinary use. The forms given are, generally speaking, as far as practicable complete and ready for use, and provide for cases requiring two or more justices, a petty sessional court, or other special description of jurisdiction. The portions expressing alternative offences or portions requiring to be altered are printed in italics, so as to call the attention of the clerk to them at once. The forms are not usually unnecessarily multiplied, but we confess we do not see any reason for inserting a form of ordinary landlord's notice to quit under the Small Tenements Act, or heading such notice with the Royal Arms. The Rules under the Summary Jurisdiction Act, 1879, and the Employers and Workmen Act, 1875, are prefixed to the forms.

## CORRESPONDENCE.

### CITY LAW SOCIETY AND LIBRARY.

[To the Editor of the *Solicitors' Journal*.]

Sir.—Mr. Low's revival of an idea many times broached seems to me to be worth consideration. I have myself been more than once invited during the last fifteen years to take an active part in forming a City society, but I have held aloof, as the proposals hitherto have been rather antagonistic to the Incorporated Law Society, which, I think, is approaching the matter at the wrong end.

But I have always been of opinion that the Law Society proper should be divided into two parts—namely, the tribunalistic and the useful—and if a sort of City annexe to the latter could be formed I would willingly co-operate in purse and person.

We City men certainly want a local library and a law club too, within hail of the Bank of England. I mean for lunch only, as few of us wish to stop in the City after office work. I should have joined the Chancery-lane Club years ago but for its distance, a question I seriously considered when the District Line opened and brought us by train to St. Stephen's and other West-end clubs in less time and with less fatigue than one could walk to Chancery-lane.

Whilst I agree that a handy law library and club are desirable, I see no reason why any City man, because he cannot conveniently get to Chancery-lane, should needlessly attack the parent institution. There is room enough for all.

FRANCIS K. MUNTON.  
95a, Queen Victoria-street, May 31.

## THE NEW CHANCERY JUDGE.

[To the Editor of the *Solicitors' Journal*.]

Sir.—It seems to me that there is no power to appoint a new chancery judge, or to amalgamate the offices of the chancery taxing masters and registrars with the offices of the chief clerks of the chancery judges, without a special Act of Parliament for the purpose. It is to be hoped that the Government will not jeopardize a

Bill for the appointment of the needed additional chancery judge by attempting to make such appointment conditional on their being able to carry the amalgamation scheme.

I proved in your issue of the 19th of February last that the annual profits in the chancery taxing masters' offices amounted to £14,000 a year. Is not that fund sufficient to pay for the additional judge? Surely it is.

With reference to the amalgamation scheme, I would suggest that the whole matter, when formulated by the committee now sitting, should be submitted by the Lord Chancellor to the Council of the Incorporated Law Society to consider, and that a meeting of the members of the society should be convened to discuss the same and report their views thereon through their council. To attempt to pass an Act of Parliament without that being done would, I believe and hope, be futile.

JAMES RAWLINSON.

Upper Holloway, N.

### NEW ORDERS, &c.

#### RULES OF THE SUPREME COURT, MAY, 1887.

1. Originating summonses may be sealed and issued in the district registries of Liverpool and Manchester respectively, and appearances thereon shall be entered in the same respective registries; and the provisions of the Rules of the Supreme Court, and in particular of Order LV., Rules 20 and 23, shall be applied accordingly.

2. Petitions presented in the district registries of Liverpool and Manchester respectively, and requiring answer, shall be answered in the name of one of the district registrars of the same respective registries; and the Rules of the Supreme Court, and in particular Order LXIL, Rule 18, shall, as regards such petitions, be construed as if the district registrars of Liverpool and Manchester respectively were mentioned in place of the registrars of the Chancery Division.

3. These rules may be cited as the Rules of the Supreme Court May, 1887, and shall come into operation on the sixth day of June, 1887.

(Signed)

HALSBURY, C.  
COLERIDGE, C.J.  
ESHER, M.R.  
JAMES HANNEN, Pres. P.D.A.  
NATHL. LINDLEY, L.J.  
EDW. FRY, L.J.  
C. E. POLLOCK, B.  
HENRY MANISTY, J.

May 26, 1887.

### HER MAJESTY'S JUBILEE.

#### RULE OF THE SUPREME COURT AS TO COURTS AND OFFICES.

It shall not be necessary for the Court of Appeal or the High Court of Justice to sit, or for the several offices of the Supreme Court to be open, on Tuesday, the twenty-first day of June, 1887, being the day on which the completion of fifty years of Her Majesty's reign is to be celebrated.

(Signed)

HALSBURY, C.  
COLERIDGE, C.J.  
ESHER, M.R.  
JAMES HANNEN, Pres. P.D.A.  
NATHL. LINDLEY, L.J.  
EDW. FRY, L.J.  
C. E. POLLOCK, B.  
HENRY MANISTY, J.

May 26, 1887.

It is stated that at the adjourned inquest at Ipswich on Thursday (see ante, p. 449), being the fourth occasion on which the jury had met, they having on previous occasions refused to act unless the coroner withdrew his decision excluding from the proceedings the representatives of the press, the coroner read a communication which he had received from the Lord Chancellor, upholding his view as to the exercise of the coroner's discretion in allowing publicity.

It is stated that a case, which has arisen out of the recent earthquake at Diana Marino, will shortly be decided before an Italian court. Two adjoining houses at Diana Marino belonging to two different families were destroyed by the earthquake, and the inhabitants were all killed. When the ruins were removed, the sum of 200,000 francs was found among the débris. It was impossible to ascertain to which house the money belonged, and no member of either family survived to speak to the ownership of the money.

### CASES OF THE WEEK.

#### KNIGHT v. COALES—C. A. No. 1, 27th May.

PRACTICE—COMPULSORY REFERENCE—MATTER OF MERE ACCOUNT—REFERENCE OF OTHER ISSUES—COMMON LAW PROCEDURE ACT, 1854, s. 3.—JUDICATURE ACT, 1873, s. 57.

In an action to recover £53 arrears of rent of a furnished house, let by the plaintiff to the defendant, and £38 for dilapidations and breakages, the defendant, as to the rent, pleaded that the plaintiff agreed to accept a new tenant in place of the defendant at an increased rent, and to deduct the arrears of rent out of the increased profit rental, and denied that there were any dilapidations. The judge at chambers, on the application of the plaintiff, referred the whole cause to the official referee for trial, under section 57 of the Judicature Act, 1873, on the ground that part of it was a matter of mere account within section 3 of the Common Law Procedure Act, 1854, and this order was affirmed by the Divisional Court. The defendant appealed, and the question was argued whether the court has jurisdiction, where part only is a matter of mere account, to refer the whole matter under section 3 of the Common Law Procedure Act, 1854. *Clow v. Harper* (26 W. R. 364, 3 Ex. D. 198), *Ward v. Filley* (28 W. R. 937, 5 Q. B. D. 427), and *Martin v. Fyfe* (49 L. T. N. S. 107) were cited.

The Court, after taking time to consider, affirmed the order. Lord Esher, M.R., said that it was unnecessary to consider whether the whole matter could be compulsorily referred under section 3, as it was clear that, where some of the issues were matters of account, the court could, under section 57 of the Judicature Act, 1873, send all the issues in the cause to the official referee for trial. Fay and Lorne, L.J.J., said that, if the matter consisted in part of matter of mere account, the court had jurisdiction, under section 3 of the Common Law Procedure Act, 1854, to refer either the part that was matter of mere account or the whole matter. If Cockburn, C.J., in *Clow v. Harper*, meant to say that in such a case there was no jurisdiction to refer the whole matter, they could not agree with him. Their construction of the section was consistent with all the cases. The discretion to refer the whole matter, however, should be exercised with extreme caution, as the matter of account should not be subordinate to the other issues, but should be a substantial issue in itself. —COUNSEL, Lumley Smith, Q.C., and G. A. Reeve; Channell, Q.C., and T. W. Chitty. SOLICITORS, R. Wells; Harvey & Capron.

#### GUARDIANS OF CROYDON UNION v. GUARDIANS OF REIGATE UNION—C. A. No. 1, 25th May.

POOR LAW—SETTLEMENT—CHILD UNDER SIXTEEN—WIDOWED MOTHER—DIVIDED PARISHES ACT, 1876 (39 & 40 VICT. c. 61), s. 35.

Special case stated under 12 & 13 Vict. c. 45, s. 11, on appeal against an order adjudicating the pauper, a child under the age of sixteen, to be legally settled at Penge, in the Croydon Union. The pauper was the daughter of Richard Scully and his wife, Emma Scully. Emma Scully was born in the parish of Reigate, in the Reigate Union, which was her maiden settlement, and she never acquired any subsequent settlement in her own right. Richard Scully, whilst resident with her, acquired a settlement in Penge, in the Croydon Union, and soon afterwards left for Gibraltar, where he was joined by his wife, who resided there ever since. Richard Scully died at Gibraltar. The Divisional Court (A. L. Smith and Grantham, J.J.), following the decisions in *Hastings Union v. Hoborn Union* (17 Q. B. D. 817) and *Kingsbridge Union v. East Stonehouse* (18 Q. B. D. 528), quashed the order, holding that the pauper child took the settlement of its widowed mother in the Reigate Union.

The Court of Appeal (Lord Esher, M.R., and Fay, L.J.) affirmed this decision. They said that in section 35 of the Divided Parishes Act, 1876, the word "wife" did not include a widow. Hence a widow did not take her deceased husband's settlement. As to a child under sixteen, the section said that it was to take the settlement of its father or of its widowed mother, as the case might be. That meant that, if its father were alive, it was to take his settlement; if the father were dead and its mother alive, it was to take its widowed mother's settlement. The widowed mother did not retain her deceased husband's settlement, but reverted to her original settlement. Hence in this case the child took its widowed mother's maiden settlement in the Reigate Union.—COUNSEL, Charles, Q.C., and Burleigh Muir; Beaumont, Q.C., and Maud. SOLICITORS, Morrisons, for G. O. Morrison, Reigate; West, King, Adams, & Co.

#### THE ORIENTAL BANK CORPORATION—C. A. No. 2, 27th May.

COMPANY—WINDING UP—SALE OF ASSETS—SETTING ASIDE CONTRACT SANCTIONED IN CHAMBERS—COMPANIES ACT, 1862, s. 95.

This was an appeal from the decision of Chitty, J. (ante, p. 493). The Oriental Bank Corporation was being wound up and the liquidator entered into a conditional agreement for the sale of all the outstanding assets to a company called the Assets Realisation Co. at such a price as would give the creditors of the corporation a dividend of 19s. 9d. in the pound. Chitty, J., in chambers, sanctioned this agreement. Another company called the New Oriental Bank Corporation, which had been formed to carry on the business of the old corporation, moved to discharge or vary the order, offering themselves to pay the creditors of the old corporation a dividend of 30s. in the pound, and to pay a moiety of any surplus of the assets to the shareholders in the old corporation. Chitty, J., said that he could find no precedent for setting aside a sale by private contract which had been sanctioned in chambers, merely because a better offer had since been made. Such a practice would be most pernicious

unfair to purchasers and prejudicial to vendors. He, therefore, refused the motion. On the appeal it was argued that the sale was not one which was authorized by section 95 of the Companies Act, 1862.

**THE COURT OF APPEAL** (COTTON, LINDLEY, and BOWEN, L.J.J.) affirmed the decision. They were of opinion that the sale was authorized by section 95, and that Chitty, J., had exercised his discretion upon sufficient evidence. The Court of Appeal ought not therefore to interfere.—COUNSEL, Rigby, Q.C., Romer, Q.C., and F. B. Palmer; Sir H. Davey, Q.C., Lathom, Q.C., and T. H. Wright; Sir H. James, Q.C., Maclean, Q.C., and Vernon R. Smith. SOLICITORS, Hollams, Son, & Coward; Freshfields & Williams; Linklaters & Co.

*Re SMITH, LORD v. HAYWARD*—Kay, J., 24th May.

**WILL—CONSTRUCTION—GIFT TO CHILDREN OF A DECEASED PERSON—WHETHER GRANDCHILDREN ENTITLED IN DEFAULT OF CHILDREN.**

The testator made separate gifts of shares in his residuary estate in favour of the children of two of his deceased brothers and a deceased sister, who should be living at his (testator's) death, each gift being similarly worded. The sister had left one only child surviving her, and he had died before the date of the will, leaving two children, who survived the testator. And it appeared that the testator was aware of these facts. There were living at the testator's death children of both the deceased brothers. The question was now raised by summons whether, under the gift in favour of the children of the sister, her grandchildren were entitled to take.

KAY, J., held that they were entitled. His lordship said that the law seemed to be this:—If a testator gave a legacy to the children of a person whom he mentioned as being dead, and at the date of the will there were not children, but only grandchildren, then they were held to be entitled on the principle of "*ut res magis valeat*." But where a testator gave his property in a mass to the children of deceased persons, some of whom had left children who survived, and others only grandchildren, the court held it too difficult to construe "children" in two different senses. Or, again, in a case where the testator on the face of his will shewed an intention of using the term in its normal sense, by mentioning grandchildren as well as children. In the present case the testator had divided his residue into shares, in each case using the word "children" as the class to take. It was, therefore, possible that, in one case, he meant children to take, and that in another, where he knew there were no children, he meant grandchildren. His lordship felt himself, therefore, entitled to take the more liberal view, especially as there would otherwise be an intestacy as to the share.—COUNSEL, Tremlett; Byrne; Dauney. SOLICITORS, Prior, Church, & Adams, for Philcox, Burwash; Byrne & Lucas, for M. S. Stephen & Son, Chatham; Kingsford, Dorman, & Co., for W. H. Davis, Rye.

*WIGRAM v. FRYER*—North, J., 26th May.

**EASEMENT—OBSTRUCTION BY LESSEES OF PUBLIC BODY—INJUNCTION OR COMPENSATION—METROPOLITAN STREETS IMPROVEMENTS ACTS, 1877 AND 1882—LANDS CLAUSES CONSOLIDATION ACT, 1845, s. 68.**

A question arose in this case as to the effect of the Metropolitan Streets Improvements Acts of 1877 and 1882. The action was brought to restrain the defendant from obstructing the plaintiffs' ancient lights by some new buildings which he was erecting. The Act of 1877 empowered the Metropolitan Board of Works to make certain new streets. It incorporated the provisions of the Lands Clauses Acts, and empowered the Metropolitan Board to take the lands delineated in certain deposited plans and to purchase the easements they should require to extinguish. Section 33 contained a recital that it was expedient to provide accommodation for such of the labouring classes as would be displaced by the intended improvements. It provided that the board should for that purpose acquire or appropriate the lands coloured blue on certain deposited plans, which included the land on which the defendant was building, and that the board should sell or lease the same on building leases for the purpose of providing such accommodation, with power to contract with the purchaser or lessee as to the design of the dwellings to be erected. It was provided by the Act of 1882 that, in the exercise of the powers conferred by the Act of 1877, one portion of the land should be cleared and artizans' dwellings constructed on it; and that, when those dwellings had been constructed, the buildings on a second portion of the land, which included the defendant's land, should be removed and a second set of artizans' dwellings constructed thereon. Section 3 of the Act of 1882 repealed some of the provisions of section 33 of the Act of 1877. The defendant was a sub-lessee of a person who had taken a lease of part of the second portion of land from the board, the lease obliging the lessee to erect artizans' dwellings on the demised land according to certain plans and elevations. The principal question was whether the plaintiffs' remedy was by way of injunction, or whether they were only entitled to compensation under section 68 of the Lands Clauses Consolidation Act as for lands "injuriously affected."

NORTH, J., held that the principles of *Clark v. The London School Board* (9 Ch. 120) and *The Duke of Bedford v. Dawson* (20 Eq. 353) applied, and that it made no difference that the buildings were being erected by a lessee of the board instead of by the board themselves. The plaintiffs' remedy was by compensation under section 68. His lordship was also of opinion that the board had, by implication under the Act of 1882, powers similar to those which were conferred on them by section 33 of the Act of 1877.—COUNSEL, Cozens-Hardy, Q.C., and Byrnes; Giffard, Q.C., and Cred. SOLICITORS, Bowring & Bowrey; Bonbow, Saltwell, & Trym.

**MURRAY v. STEPHENSON**—Q. B. Div., 27th May.

**TIME FOR SERVICE OF SPECIALLY-ENDORSED WRIT**—R. S. C., 1883, ORD. 64, r. 11.

In this case the writ of summons, which was specially indorsed, was served on the defendant at 11 o'clock at night on Saturday, April 30, 1887. On the 9th of May, the defendant not having entered an appearance, the plaintiff signed judgment in default under ord. 13, r. 3, and execution was issued thereon. The defendant then applied at chambers to have the judgment and execution set aside, on the ground that the writ, having been served after 2 o'clock on Saturday, was, by ord. 64, r. 11, to be deemed to have been served on the following Monday, and, therefore, judgment could not properly be signed in default of appearance till the 10th of May. Huddleston, B., ordered the judgment and execution to be set aside. The plaintiff appealed, and it was argued on his behalf that ord. 64, r. 11, applied only to pleadings, summonses, and other like documents, and not to writs, and that a specially-indorsed writ, although the indorsement was to be deemed to be a statement of claim, was still a writ and not a pleading: *Veale v. Automatic Boiler Feeder (Limited)* (*ante*, p. 364, 35 W. R. 454, 18 Q. B. D. 631). On the part of the defendant it was admitted that ord. 64, r. 11, did not apply to ordinary writs, but it was said that there was a distinction between an ordinary writ and a specially-indorsed writ, and that the latter was a pleading: *Robertson v. Howard* (26 W. R. 683, 3 C. P. D. 280). And by section 100 of the Judicature Act, 1873, "pleading" was to include any summons and also the statements in writing of the claim or demand of any plaintiff.

**THE COURT** (MATHEW and A. L. SMITH, JJ.) allowed the appeal. They said that by the old well-established practice a writ might be served at any time. Under the Common Law Procedure Act special indorsements on writs were first used, and under the Judicature Acts the use of them was extended. Ord. 64, r. 11, provided for the service within limited hours of certain documents, but writs were excluded. It was said for the defendant that in the case of a specially-indorsed writ its character as a writ was absorbed in its character as a pleading. But two strange consequences would follow from such a doctrine. First, there would be no need for a defendant who had been served with a specially-indorsed writ to take any step for ten days; and, secondly, no specially-indorsed writ could be served during the Long Vacation. As to section 100 of the Judicature Act, that did not refer to writs of summons. Therefore a specially-indorsed writ, like an ordinary writ, might be served at any hour.—COUNSEL, Bray; Raven. SOLICITORS, Elliott & Ash; Gasquet & Metcalfe.

#### BANKRUPTCY CASES.

*Ex parte LOVERING & CO. Re AYSHFORD*—Cave, J., 3rd May.

**RE-HEARING—DEED OF ASSIGNMENT—MONEY PAID AT REQUEST OF CREDITORS—BANKRUPTCY—APPLICATION TO TRUSTEE FOR REPAYMENT—CONSENT OF CREDITORS—COSTS—BANKRUPTCY ACT, 1883, s. 4, SUB-SECTION 1 (A)**

This was an application by Lovering & Co., accountants, asking the court to re-hear a motion made by them on November 22 last, for an order directing the official receiver, as trustee in the bankruptcy, to repay to them the sum of £48 6s. 8d. which they had paid for the benefit of the creditors. In June, 1886, the debtor executed an assignment of his estate for the benefit of his creditors, and Lovering & Co. were instructed, by the trustees of such assignment, to prepare a statement of the debtor's affairs. A private meeting of the creditors was held on July 7, 1886, at which the landlord of the debtor's premises, to whom £48 6s. 8d. was due for rent, was present, and he intimated to the meeting that unless his claim for rent was paid he should distrain. Lovering was present at the meeting, and in order to save the loss which would be caused to the estate if the landlord realized the goods under the distress, he, at the request of the creditors, advanced the amount of the rent due, it being understood that he was to be repaid out of the first moneys coming in on account of the estate, the meeting having agreed to accept a composition of 5s. in the pound, secured. The debtor, however, failed to find the necessary security, and on July 8, 1886, a receiving order was made against him. Application was subsequently made by Lovering & Co. to the official receiver, as trustee in the bankruptcy, for repayment of the £48 6s. 8d., but the official receiver declined to do so without an order of the court, and on November 22, 1886, application was made to the court for this purpose, but there being no evidence before it that the payment was made at the request of the creditors the application was refused. Application was now made to re-hear and decide the case, and, in the meantime, in addition to the evidence required, a request for repayment to the applicant, signed by a majority in number and value of the creditors had been filed. On behalf of the applicant, it was urged that the case came within the principle laid down in *Ex parte Mutton* (14 Eq. 178), the question being whether the payment had benefited the estate, and, if so, the estate could not take that benefit without recouping the money. On the other hand the official receiver, while submitting that the payment in question was a mere voluntary one, repayment of which could not be enforced, was desirous of doing what was right under the circumstances.

CAVE, J., said that, with reference to the question of re-hearing, it was impossible to found such an application on the materials previously presented to the court. The court ought not, except in a case of clear mistake, to be asked to re-hear on the same materials as were put before it on the former occasion. On the other hand, if different materials were

found an application to re-hear might be made to the court by way of indulgence. In the present case there were materials which ought to have been brought to the notice of the court, and the application to re-hear would therefore be granted. Then, as to the general right of anyone to recover in similar cases to the present, he certainly did not intend to lay down a rule and establish a precedent that anyone who made a payment with his eyes open after an act of bankruptcy could come down on the trustee and ask for repayment on the ground that the estate had reaped a benefit. The case of *Ex parte Mutton* (14 Eq. 178) went to the very extreme limit. There was no rule of law which entitled a man who made a voluntary payment to recover that payment from the person who might be benefited by it; and he should be slow to introduce a different rule into bankruptcy. It was no part of the duty of a judge to be generous with the money of the creditors. In the present case the circumstances were favourable to the applicant. He was not a volunteer altogether, because he was requested to make the payment by some of the principal creditors. The payment had undoubtedly benefited the estate, and the official receiver admitted that under similar circumstances he himself would have made it. There was also the very important fact which was not before the court in November, and which had great weight both with regard to granting the leave to re-hear and to the present decision—viz., that after they were in a position to judge if the payment was beneficial or not the majority of creditors in number and value had said that it was beneficial, and had expressed their willingness that repayment should be made. If there was any doubt as to how far the payment had been beneficial he should have ordered repayment to the extent of the benefit to the estate, but here the whole payment was beneficial. If it had not been made the landlord would have distrained, and there would have been the expenses of the distress to pay. It was not reasonable that the court should require that every creditor should consent, and where payment was made at the request of the creditors, and a majority desired afterwards that repayment should be made, he did not think the court would go too far if it made an order. The estate, however, should not be put to expense. It was right under the circumstances that the applicant should get his money back; but it would not be right that the creditors, especially those who did not specifically consent, should be put to further expense. Therefore, although the order would be made to repay the £48 6s. 8d., the official receiver must retain his costs of the hearing out of that amount and hand over the balance to the applicant.—COUNSEL, *Herbert Reed, Solicitors, Rooks & Co.; W. W. Aldridge.*

#### CASES AFFECTING SOLICITORS.

BOSWELL v. COAKS—North, J., 26th May.

**Costs—TAXATION—SEVERANCE OF DEFENDANTS—DISCRETION OF TAXING MASTER—“REFRESHERS”**—R. S. C., 1883, LXV., 29, 48.

This action was brought to set aside a sale of an estate *par autre vie* which formed part of the estate of a testator whose estate was being administered by the court. The sale was made, under an order of the court in the administration action, to Coaks and Bunyon, two of the defendants in the present action, who bought as trustees for themselves and four other persons, who were also defendants to this action. The ground for setting aside the sale was that Coaks occupied a fiduciary position, as the solicitor to some of the parties to the administration action, and that he had not made a full disclosure to the court of facts which were within his knowledge relating to the value of the life interest. All the six defendants appeared separately in the action, and were represented at the trial by separate solicitors and separate counsel. The action was tried by Fry, J., and the trial occupied four whole days (February 26 and 27, and March 5 and 6) and part of a fifth day (March 12). On March 12 Fry, J., stopped the defendants' counsel and dismissed the action, with costs, without hearing any evidence on their behalf (23 Ch. D. 302). The time occupied on the fifth day was about three hours, the delivery of judgment being concluded at the mid-day adjournment of the court. When Fry, J., returned into court after the adjournment, he said that he thought he had not sufficiently considered one point in the case, and that he wished to hear further argument on this point, and evidence in relation to it. This further hearing took place on March 19, and occupied the whole of that day, and in the result Fry, J., adhered to his former judgment. The Court of Appeal reversed the decision of Fry, J. (27 Ch. D. 424), but the House of Lords restored the judgment of Fry, J. (11 App. Cas. 232). The House of Lords directed that the plaintiffs should pay the defendants' costs in all three courts, and that, in taxing the costs in the High Court and the Court of Appeal, the taxing master should consider “whether any of the defendants who appeared separately had any sufficient reason for severing in their defences, and if, and in so far as, it should appear that they had not, the taxing master was to allow only one set of costs, or only as many sets of costs as he should think right.” In taxing the costs of the defendant Bunyon under the order the taxing master had allowed him separate costs. His case was treated as a test case. The plaintiffs objected to the allowance of more than one set of costs between the six defendants, on the grounds “(1) that there was no conflicting interest between any of the defendants, and nothing to prevent one solicitor consistently acting for all; (2) that the defendants employed one solicitor in the sale which was sought to be set aside; (3) that the defendants employed one solicitor to conduct their appeal to the House of Lords, and put in a joint case, although appellants can appear there separately if there is any difference in their cases; (4) that the defendants severed their defences without sufficient reason, and that it was not equitable that the plaintiffs should be called on to pay the

extra costs occasioned by such severance.” To these objections the taxing master replied: “I am much impressed by what is stated in these objections on the above point. But this action was very serious, both in respect of property and character, to these defendants. They employed each of them his own solicitor, and I suppose they were entitled so to do. I therefore allow to each defendant a separate bill of costs.”

NORTH, J., affirmed the decision of the taxing master on this point. He was of opinion that, under the order of the House of Lords, as well as under the Rules of Court, the taxing master had a discretion in the matter. He had exercised his discretion, and his decision was final.

Another question arose as to the number of refreshers to be allowed for the defendants' counsel. The taxing master allowed refreshers for the second, third, and fourth days of the first hearing, and for the day of the second hearing, but declined to allow a refresher for the last day of the first hearing, because less than five hours were occupied on that day. The defendants objected “that, this being a witness case, and having lasted four and a half days in the first instance, and another day on the re-hearing, five refreshers to counsel ought to be allowed, and that such counsel were entitled to a fee on the case being re-opened after once being disposed of, either by name of refresher, or, at least, as a fee to hear judgment.” The taxing master replied:—“The last daily refresher was disallowed because the attendance in court last previous to payment of the refresher had lasted less than five hours. The wording of ord. 65, r. 48, which is declaratory of the former practice, shews clearly that a refresher ought not to have been paid.”

NORTH, J., was of opinion that, under the circumstances of the present case, rule 48 did not prevent the allowance of refreshers for a fifth day, and that they ought to be allowed.—COUNSEL, *Cookson, Q.C., and A. G. Langley; Cozens-Hardy, Q.C., and E. Beaumont; Phipson Beale; Chadwick-Healey; Butcher; Haldane. SOLICITORS, Whites, Reward, & Co.; Hudson, Matthews, & Co.; Smythe & Brettis; S. W. Johnson & Son; Blakie & Haslingden; Aldridge, Thorn, & Morris.*

**Re J. RAWSON, A SOLICITOR, &c.**—Q. B. Div., 27th May.

This was a rule calling on a solicitor to shew cause why he should not answer certain matters contained in affidavits. The matter was referred by the court to Master Hodgson, who now made a report to the court. The case arose out of the recent election for South Islington, when Mr. Raymond Llewellyn was a candidate for the borough in the Conservative interest. After about a fortnight's canvas Mr. Llewellyn unfortunately caught a chill after a meeting and died from the effects of it. Failing him, Sir Albert Rollit came forward as a candidate on the same side and was returned to Parliament. During this contest the solicitor in question acted as Mr. Llewellyn's election agent, and after his death was continued in the same employ by Sir Albert Rollit. After Mr. Llewellyn's death his widow employed Mr. Rawson to act as her solicitor in taking out letters of administration, and he did work therein to the extent of some £20. Being dissatisfied with him, she employed other solicitors and they demanded of the respondent an account as against the estate of the deceased. This account formed the basis of the present application. The affidavits which the solicitor was called upon to answer disclosed the following charges—(1) that the respondent had charged as his agent's fee 100 guineas, whereas it was alleged that by agreement with the deceased he was only entitled to fifty guineas; (2) that the respondent had charged the estate of the deceased with various payments out of pocket to election messengers. It was alleged that some of these payments had not been made at all and that others were overcharged. (3) That the respondent had charged thirty-three guineas for administration expenses, whereas he could only furnish items up to £30 19s. 0d. Lastly it was asserted that the charge of fifty guineas for general expenses not otherwise charged was wilfully exorbitant to the knowledge of the respondent. Counsel for the solicitor, in shewing cause, said the court would not convict the respondent of wilful fraud when the master had not so found. These charges were inaccurate, negligent, and careless, but not dishonest, and the respondent believed and acted on what his clerk Reed had told him. A mere excessive charge in a solicitor as against a client was not a ground for punishing a solicitor by deprivation or suspension (*Messrs. Lloyd, 2 C. B. N. S. 409*). He quite accepted the rule of law as regards the duties of solicitors and the powers of the court as laid down by Cockburn, C.J., in *Re Francis Blake* (3 E. & E. 34) and *Ex parte Edwards* (7 Q. B. D. 155). Counsel in support of the rule reminded the court that Mr. Rawson had received £160 from Mr. Llewellyn when alive for the election expenses and a further sum of £200 from his widow's brother (Mr. F. Osborne) to cover all the claims, and it was not until she discovered a bill of £78 from a tradesman, supposed to have been paid, for the election expenses that she knew that all was not properly settled. And beyond that sum the respondent had sent in a claim for some £90 against the estate of the deceased. When asked for accounts by Messrs. Baxter, Rose, & Norton, Mrs. Llewellyn's solicitors, the respondent had put them off from time to time, and then put in this claim. When the inquiry took place before the master, Reed had sat there, but had not been called; while it was shewn that the respondent kept his banking account in Reed's name, and kept his name upon the door, though he was not an admitted solicitor.

FIELD, J., in delivering judgment, said the case was one of considerable complication, but the facts had been so clearly laid before the court that they could pronounce a judgment on them. As to several payments to people who were not forthcoming, amounting to £64, that he thought a very serious matter, and they had not been asked to send the case back to the master to have it amended in that particular. The respondent's counsel said he was not a criminal, and he (the learned judge) did not say

there was one in this case. As to the practice of people practising as solicitors, occupying a position of trust towards the public, with the name of uncertificated and irresponsible persons over the doors, that he thought very reprehensible, and it might possibly form the subject of another inquiry. The master had found that the solicitor knew, when he claimed 100 guineas as his election fee, that he was not entitled to more than fifty guineas, and that the charge was excessive and unfounded. The charges, perhaps, taken singly, would not justify the court in acting penalty; but each charge must be considered as coupled with the others. And the charge for £50 incidental expenses turned out to be absolutely unfounded. Had the respondent, then, been guilty of misconduct? He had no doubt whatever in his mind that he had. It was clear the respondent had not got a balance of the money now; that was gone, and yet every opportunity was given him of acting rightly in making up his account, in explaining his conduct afterwards, or having his case amended if he could. He therefore thought the respondent had been guilty of dis-honourable conduct amounting to fraudulent intention to hold the money, and he had very serious doubts whether he ought to be allowed to remain on the rolls. Looking, however, at all the facts of the case, the judgment pronounced by Cockburn, C.J., and acting as leniently as he could, he felt that the honour of the profession, which he held very dear, could not be upheld without a long sentence of suspension—namely, three years. STEPHEN, J., concurred, and said the difficulty the court had was to rightly adjust their sentence. In the conduct of its officers that which was morally a crime deserved to be treated as a crime. In this case he entertained some doubt as to how near to crime the respondent had come, and of that doubt the respondent should have the benefit. The respondent had no doubt applied the money (£360) to his own purposes, and then endeavoured to charge Mrs. Llewellyn unjustly. If fraud had been brought home to the respondent, he would doubtless have been wholly unfit to carry on his profession. Reed had sworn falsely that he did not know any vouchers had been asked for, and that none had been asked for, and when the respondent would not call Reed before the master that looked very like as if he made himself an accessory after the fact; but it was just the difference between Rawson's conduct and Reed's conduct which prevented the former from being struck off the rolls. As to the overcharges made by the respondent, he thought them ungentlemanly, and such as no man in an honourable profession would make, but they hardly formed the ground for striking a man off the rolls. The rule would be made absolute with costs, that John Rawson, of King's-cross-road, be suspended for three years.—COUNSEL, Chambers; Houghton.—Times.

#### SOLICITOR STRUCK OFF THE ROLLS.

27th May—HENRY SAUNDERS (Wolverhampton).

#### LORD COLERIDGE ON THE LAWS REGULATING THE ENJOYMENT OF PROPERTY.

On the 25th ult. Lord Coleridge delivered an address to the members of the Glasgow Juridical Society on "Thoughts on the Value of Clear Views as to the Laws Regulating the Enjoyment of Property." Sheriff Berry, Hon. President of the Juridical Society, presided. Lord Coleridge said that in the present day there was nothing that was more confusing and more mischievous than erroneous ideas of property itself, and in regard to the laws and rules by which the practical enjoyment of property was regulated in these islands. But the distinction between principle and application, or detail, was surely so obvious that one would think no one could possibly dispute it. The right of property—the right to possess peaceably what one had acquired—underlay all society. Without some such right no society could exist. But the right of property had never existed, even in its most absolute form, without some restrictions. In the earliest historical times the English State claimed the right to prescribe the conditions on which its citizens were to hold and deal with their property. They would hear men talk as if a rule, once laid down, was laid down for ever—as if the rules of enjoyment of property became part of the thing enjoyed. If anyone presumed to question the existence of the rule, or the existence of that which was the subject of the rule, or desired to propose any alteration of it, one had to do so, as in the old Greek Republic, with a halter round his neck. At present this was too much the fact; and in times past awfully and disgracefully the fact. In Blackstone's time there were 160 felonies punishable with death. The vast majority of these statutory crimes were made crimes in defence of property, and the statutes enacted were statutes to protect the enjoyment of property. All these horrors were effaced by slow degrees, and in the face of determined opposition. Men of the highest character opposed the changes on the ground that, to attack property, and to attack property successfully, was to subvert life itself. This feeling was not dead. The confusion of thought, which was supposed to justify the feeling, was as prevalent as ever, though particular examples of it might exist no longer. It had been shewn that the great and beneficent institution of property rested upon its general advantage. The enjoyment of property must also rest on one and the same foundation—namely, the general advantage. In this respect, the laws of property resembled all other laws. The defence of any other law was that it contributed to the general advantage. In a free country he could not conceive the laws standing upon any other ground. There were estates in these islands of more than a million acres, and it was plainly conceivable that they might grow much larger; and it was further quite possible that the growth of a vast emporium of commerce might be checked by one great landowner. No man,

however, would deny that a state of law under which a country existed, not for its people, but for a mere handful of them, ought to be instantly and absolutely set aside. He denied that fifty, or a hundred, or a thousand gentlemen, it might be, had the right to come to an agreement to shut up the coal mines of England, or to stop the manufactures of Great Britain, and to paralyze her commerce. Such an idea seemed to him unspeakably absurd, and was not even the idea held on such matters in olden times, as the old statutes laid it down that, while property itself should be acknowledged, the laws of its enjoyment should be regulated according to what was thought to be the general advantage. Then, again, as regarded perpetuities, or what were sometimes called munificent bequests, they sometimes heard people talk about them as if to interfere with them was an act of immorality and sacrilege; but as yet no answer had been given to Bishop Butler's statement—"that no man could give what he had not received, and that as no man himself could have a perpetuity, so he could not give it to himself." It was often said they might, no doubt, alter the laws of property on a proper cause being shewn for its alteration; and it would, indeed, be difficult, in the face of railways, gas, water, harbour, dock, and other Bills, which passed every year through Parliament, to deny that private property might not be rightly interfered with for the public good, even when the public was represented largely, if not entirely, by a small band of speculators. But then it was said they must give proper compensation. What, he asked, were they to understand as proper compensation? If a foreign army landed on our shores, and the general in command, in name of the Sovereign, ordered the destruction of a house which, if left standing, might be an important position for the invading army, or it might be that a large tract of cultivated country was to be laid entirely waste—had the owners a claim—a legal right—to compensation? It had been decided for centuries in England, in accordance with good sense, against the owner. Certainly he had no right, *Salus populi suprema lex*. Lord Coleridge then dealt with the subject of sufficiency of compensation in private cases, and went on to trace the transferences of property from corporations to great proprietors, and the circumstances under which further changes may take place. He remarked that the country belonged to its inhabitants, and that the moment a fragment of the people set up rights inherent in themselves, and not founded on the public good, plainly absurdities followed. They had heard a great deal lately of the enormous importance of maintaining the Eighth Commandment. Until recently there were no legal obstacles to the appropriation of a wife's property. Money coming to her after marriage did not fall within the scope of the Eighth Commandment. Great difficulty was experienced in getting this commandment applied to wives' property; but, after many struggles, the power of stealing was forbidden up to £200. Subsequently an attempt was made, and in the end successfully, to extend the prohibition to all the wife's property. Many questions of this sort arose under the laws of distress, the justice of which, to the ordinary and uninstructed mind, seemed to require explanation. To seize on a man's goods, who owed nothing to any man, to pay the debt of another did at first sight seem to be a breach of the Eighth Commandment. Again, a great nobleman who owned half the land in a country might hunger for the possession of the other half. Under certain conditions this hunger was laudable enough; but if it was a craving which prevented the satisfying of the need of the poor man, who hungered for a few acres, the possession of which was a necessity to his existence, he could only characterize the rich man's hunger as something between petty larceny and highway robbery. It was certainly a breach of the Decalogue. His whole opinion of the subject was that the laws of property were like all other laws—made by the State for the State, and were the expression, from time to time, of the judgment of that cultivated intelligence which, in a free country, controls and leads the opinion of the State upon the various subjects of its laws. But any changes in the laws relating to land ought to be made without unnecessary disturbance, and, it might be, with compensation to those who might suffer by the changes, doing no violence to the great principle that right must not be compassed by wrong or evil might come of it. It was often said that to change the laws of property involved, as a rule, interference with free contract. He was not so foolish as to deny that to interfere with freedom of contract was mischievous and demoralizing. But, unless the parties contracting were not only nominally but really free, there was no freedom of contract. There could be no freedom of contract between a slave and his owner, nor could there be freedom of contract with a child. Under the truck system it was possible to deliver every man and woman over to a degrading, hopeless, life-long slavery, from which there was practically no escape and practically no redress, by so arranging the payment of wages that a debt was created which could never be paid off; and the service was so hampered that it could not be relinquished except at a loss so serious that at times it might be absolutely ruinous. In conclusion, Lord Coleridge said he had endeavoured to place a few thoughts before them as they really were—undisturbed by passion, and free from prejudice. In these days of fierce dispute it was something to ascertain the limits within which they were to contend. It was something to be assured that the contests were on matters which would leave the great foundations on which society is built as secure as ever and entirely unassailed.

#### LAW SOCIETIES.

##### LAW ASSOCIATION.

The annual general court of the association was held at the Law Institution, Chancery-lane, London, on Thursday week, John Boodle,

Esq., vice-president, in the chair. The report of the directors was as follows:—

1. The directors have the pleasure of submitting a report of their proceedings and the accounts for the past twelve months.

2. The directors have considered thirty-one members' cases, and have distributed amongst them the aggregate sum of £1,256 13s. 4d.

3. They have also considered numerous applications of the non-members' classes, and have distributed the sum of £250 placed at their disposal amongst twenty-three cases, and recommend to the general court that a sum of £300 be placed at their disposal for distribution amongst the cases of non-members for the ensuing year.

4. The directors have the pleasure to report that they have received towards the funds of the association a second donation of £100 from Mr. James Hopgood, and a donation of £21 from Mr. Frederick Leigh Hutchins, and of £52 10s. from Mr. Barclay Farquharson Watson.

5. The several investments now belonging to the association are as follows:—viz.:—

	£	s.	d.
New Three per Cents.	22,480	11	9
Three per Cent. Consols	2,000	0	0
Three per Cent. Reduced	2,000	0	0
India Four per Cents.	465	13	2
Great Indian Peninsular Railway Stock.	2,500	0	0
East Indian Railway Company (Annuity Class B.)	6,837	10	0
Total	£36,283	14	11

6. The dividends received during the past year from these investments amounted to £1,238 10s. 2d., and with £329 14s., the amount received for the like period in respect of annual subscriptions, and £100, £21, and £52 10s. donations, make the total income of the association derivable from these several sources £1,741 14s. 2d. for the year.

7. The directors have to report with deep regret the deaths, during the past year, of the following members of the association:—Mr. Richard Hervé Giraud, Mr. Joseph Needham, Mr. Henry Syme Redpath, Mr. Alfred Benjamin Carpenter (your late secretary), Mr. Henry Nicholson, Mr. Robert Few (who was one of your trustees and directors), Mr. Charles Few, Mr. Newenham Chas. Wright, Mr. Jno. Chas. Burgoyne, Mr. Edward Brydges Hardisty, Mr. Thos. Allen Hickley, Sir Richard Nicholson, and Mr. Edw. Weyman Wadeson.

8. The directors are sorry to state that very few new members have joined the association during the past year, and feel that it only needs a little active personal effort on the part of individual members in explaining the objects of the association, and in inviting professional friends to become subscribers, to obtain a large addition to the list of members to this metropolitan association, and thus enable the directors to make larger grants to the numerous applicants for assistance.

9. By the regulations of the association, the president, vice-president, treasurer, directors, and auditors for the ensuing year, are to be elected at the present meeting.

10. In conclusion, the directors cannot but feel that the proceedings of past years are well calculated to impress on the minds of the supporters of the association a strong feeling in favour of its continued usefulness, and the only reward they desire for their exertions in this charitable work, is the approbation of the members at large, and their general activity and zeal in promoting the interests of this truly benevolent metropolitan association.

## LAW STUDENTS' JOURNAL. LAW STUDENTS' SOCIETIES.

UNITED LAW STUDENTS' SOCIETY.—April 25.—The subject for discussion was whether "The complete emancipation of women, by their being admitted to the franchise, to all professions, to all legal rights, liabilities, and duties, upon an equal footing with men, is desirable?" The motion was opened by Mr. White. Mr. Knight followed, *contra*. Mr. Shirley, M.P., proposed, as an amendment, "That the emancipation of women, by their being admitted to the franchise and to some of the professions and trades of the country, is desirable." He was followed by Dr. Bateman Napier. Mr. White replied, and, upon the amended motion being put to the House, it was rejected by two votes. The original motion was then put, and negatived by one vote.

The society will in future, until further notice, meet in the Lecture Hall of the Inner Temple, No. 3, King's Bench-walk, Temple. The hour of meeting remains the same, but it is not obligatory there, as in the Law Institution, to close debates at 10 p.m., and smoking is also permitted.

May 9.—The question was whether it was advisable or not that marriage with a deceased wife's sister should be made legal. Mr. Spence opened the motion in the affirmative. Mr. Kains-Jackson opposed the motion. The following gentlemen also spoke—viz., Messrs. Eiloart, Goodall, Common, Yates, Lewis, and Ball. Upon being put, the motion was carried by a majority of eight votes.

LAW STUDENTS' DEBATING SOCIETY.—April 26.—Chairman, Mr. R. L. Devonshire.—Mr. J. D. Crawford opened the debate: "That it is desirable to amend the law by allowing prisoners to give evidence on their trial, as proposed by Lord Bramwell's Bill," and was supported by Messrs. J. K. B. Cama, W. E. Elmalie, Woolcombe, W. M. Woodhouse, and J. C. Wheeler. Messrs. W. H. Pitman, E. Todd, Macintosh, and Richmond, opposed the motion. After Mr. Crawford had replied, the motion was put to the society, and carried by a large majority.

May 3.—Chairman, Mr. J. Cornelius Wheeler.—The subject for dis-

cussion was: "That this society disapproves of the Irish Crimes Bill." Mr. Charles Russell opened the debate, and was supported by Messrs. P. T. Rhys, T. B. Napier, and C. Ellis, and opposed by Messrs. J. Lithiby, J. Douglas, J. D. Crawford, Lloyd Jones, and C. A. Mackintosh. The chairman then put the motion to the society, but it was lost by a large majority.

May 10.—Chairman, Mr. W. E. Elmalie.—The subject for discussion was "That the case of *The Bernina* (12 P. D. 58), overruling *Thoregood v. Bryan* (8 C. B. 115), was wrongly decided." Mr. W. Van Sommer opened the debate, and was supported by Messrs. A. C. Macintosh and Howtin, and opposed by Messrs. T. Douglas, H. A. Brady, and Bernard Hill. The question was negatived.

BIRMINGHAM LAW STUDENTS' SOCIETY.—May 3.—Chairman, Mr. C. T. Saunders.—Mr. S. M. Slater, B.A., opened the debate in the affirmative by moving: "That the passing of a Leasehold Enfranchisement Bill would be beneficial to the community at large." Messrs. H. J. Jeff and W. H. Copnall followed on the same side. Mr. G. A. Nutt, B.A., argued for the negative, and was supported by Messrs. J. F. Addison and Percy Short. On putting the question to the meeting, the affirmative secured a small majority.

LIVERPOOL LAW STUDENTS' ASSOCIATION.—April 25.—Chairman, Mr. Bright, Vice-President of the Incorporated Law Society of Liverpool.—A joint debate with the Birmingham Law Students' Society had been arranged, and after the private business of the meeting Mr. Slater (Birmingham) opened the affirmative side of the following question:—"Is it desirable that the Bill to amend the Law of Evidence, introduced into the House of Lords this session by Lord Bramwell, should become law?" Mr. Inglis (Liverpool) argued in favour of the negative, and in the discussion which followed Messrs. Raybould, Short, and Nutt (Birmingham), and Messrs. Thornely, Lewis, Todd, Rathbone, and Smith, took part. Mr. Slater having replied, the question was put to the meeting, and carried in the affirmative by a large majority. There were thirty-six members present.

## LEGAL NEWS.

### OBITUARY.

SIR CHARLES COOPER, Knt., formerly Chief Justice of South Australia, died at Bath on the 24th ult. in his ninety-second year. Sir C. Cooper was the son of Mr. Thomas Cooper, of Henley-on-Thames, and was born in 1795. He was called to the bar at the Inner Temple in Hilary Term, 1827, and he formerly practised on the Oxford Circuit. In 1839 he was appointed judge of the Supreme Court of South Australia, and in 1856 he became chief justice of the colony, and he retired on a pension in 1861. He received the honour of knighthood in 1857. Sir C. Cooper was married in 1853 to the daughter of Mr. Charles Newenham.

MR. THOMAS NORMAN WIGHTWICK, solicitor (of the firm of Kingsford, Wightwick, & Kingsford), of Canterbury, died on the 28th ult. Mr. Wightwick was born in 1820. He was admitted a solicitor about the year 1843, and he practised for over forty years at Canterbury. He had a large practice, and he was formerly solicitor to the Kent and Canterbury Hospital, and clerk to the magistrates and the Commissioners of Taxes for the Home and Wingham Divisions of Kent. He was formerly in partnership with Mr. Montague Kingsford, who is clerk to the East Kent Commissioners of Sewers, with Mr. Cecil Edward Kingsford, and with his only son, Mr. William Norman Wightwick, who was admitted a solicitor in 1872, and is now clerk to the Commissioners of Taxes. Mr. Wightwick retired from practice three or four years ago.

### APPOINTMENTS.

MR. THOMAS WILLIAM LEWIS, barrister, has been appointed Stipendiary Magistrate for the borough of Cardiff. Mr. Lewis was called to the bar at the Middle Temple in June, 1879, and he has practised on the South Wales and Chester Circuit and at the Glamorganshire Sessions.

MR. EDGAR ERNEST DEANE, solicitor, of Batley, has been appointed Clerk to the magistrates for that borough. Mr. Deane is an LL.B. of the University of London. He was admitted a solicitor in 1882. Mr. Deane has also been appointed Official Receiver in Bankruptcy for the district of Dewsbury. Both offices were held by his brother, the late Mr. John Arthur Deane.

MR. JAMES FOWLER, solicitor, of Stockton, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

MR. ALFRED DOUBLE, solicitor, of 27, Jewin-Crescent, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

MR. MATTHEW STEPHENS, barrister, has been appointed a Judge of the Supreme Court of the Colony of New South Wales.

MR. ALEXANDER WILSON, solicitor, of 4, Cook-street, Liverpool, has been appointed a Commissioner to administer Oaths in the Supreme Court of New South Wales.

### PARTNERSHIPS DISSOLVED.

BENJAMIN BURDEKIN, JOHN WILLIAM PYE-SMITH, REGINALD BENSON, and BENJAMIN THOMAS BURDEKIN, solicitors, Sheffield. April 30. So far as concerns the said John William Pye-Smith. [Gazette, May 27.]

EDWIN HENRY ARMSTRONG NEWMAN and ANTHONY GODFREY WILSON, solicitors (Newman & Wilson), 90, Cannon-street, London. March 23. The business will in future be carried on by the said Edwin H. A. Newman and T. F. W. Crewhall Wilson, under the style or firm of Newman & Wilson. [Gazette, May 31.]

## COURT PAPERS.

**SUPREME COURT OF JUDICATURE.**

## **ROTA OF REGISTRARS IN ATTENDANCE ON**

Date.	APPEAL COURT No. 1.	APPEAL COURT No. 2.	Mr. Justice KAY.	Mr. Justice CHITTY.
Mon., June 6	Mr. Pemberton	Mr. Lavie	Mr. Leach	Mr. BeaL
Tuesday ... 7	Clowes	Carrington	Godfrey	Pugh
Wednesday ... 8	Jackson	Lavie	Leach	Beal
Thursday .. 9	Koe	Carrington	Godfrey	Pugh
Friday .... 10	Carrington	Lavie	Leach	Beal
Saturday... 11	Lavie	Carrington	Godfrey	Pugh
Mr. Justice NORTH.	Mr. Justice STERLING.	Mr. Justice KEKEWICH.		
Monday, June .....	6	Mr. Clowes	Mr. Koe	Mr. King
Tuesday .....	7	Pemberton	Jackson	Ward
Wednesday.....	8	Clowes	Koe	King
Thursday .....	9	Pemberton	Jackson	Ward
Friday .....	10	Clowes	Koe	King
Saturday .....	11	Pemberton	Jackson	Ward

TRINITY SITTINGS, 1887.

COURT OF APPEAL.

**Final and interlocutory appeals from the Queen's Bench Division, the Probate, Divorce, and Admiralty Division (Admiralty), and the Queen's Bench Division Sitting in Bankruptcy.**

		Mon., Aug. ... 1	Apps from Q.B final list
Tuesday, June 7		Tuesday.....2	
Wednesday .....	8	App. motns. ex pte—org. mots.—and apps from ords made on interlocutory mots	
Interlocutory apps con- tinued and if necessary QB			
Final Apps			
Thursday....9.		App from Q.B final list	
Friday ....10		Bkoy apps & apps from Q.B Final List if necessary	
Sat. ....11		Apps from the Q.B. Final	
Monday....13			
Tues. ....14			
Wednesday ...15		App. motns. ex pte—org. mots.—and apps from ords made on interlocutory mots & also apps from the final list if required.	
Thursday ...16		App from the Q.B. Final	
Friday ....17		Bkoy apps & apps from Q.B Final List if necessary	
Sat. ....18		Apps from the Q.B. Final	
Mon. ....20			

Appeal Court, III

Final and interlocutory appeals from the Chancery, and Probate, Divorce, and Admiralty Divisions (Probate and Divorce), and the County Palatine and Stannaries Courts.

Friday ....	24	Bacy apps and apps from Q B Final List if necessary	
Saturday ...	25		
Monday ....	27	Apps from Q B Final List	
Tuesday ....	28		
Wednesday 19		App. mnts. ex pte.—orgl. mnts.—and apps. from orders made on interlocutory motions and also apps. from final list if required.	
Thursday ... 30		Apps from Q B final list	
Friday, July 1		Bacy apps and apps from Q B final list if necessary	
Saturday .... 2			
Monday .... 4		Apps from Q B final list	
Tues. .... 5		Apps from Q B final list	
Wednesday 6		App. mnts. ex pte—orgl. mnts.—and apps from orders made on interlocutory mnts. and also apps. from final list if required.	
Thurs. .... 7		Apps from Q B final list	
Friday .... 8		Bacy apps and apps from Q B final list if necessary	
Saturday .....	9		
Mon. .... 11		Apps from Q B final list	
Tuesday .... 12			
Wednesday 13		App. mnts. ex pte—Orgl. mnts.—and apps from orders made on interlocutory mnts. and also apps. from final list if required.	
Thursday ... 14		Apps from Q B final list	
Friday .... 15		Bacy apps and apps from Q B final list if necessary	
Saturday .....	16		
Monday .... 18		Apps from Q B final list	
Tuesday .... 19			
Wednesday 20		App motions ex pte—Orgl. mnts.—& apps from orders made on interlocutory mnts. and also apps. from final list if required.	
Thursday.... 21		Apps from Q B final list	
Friday .... 22		Bacy apps and apps from Q B final list if necessary	
Saturday .....	23		
Monday .... 25		Apps from Q B final list	
Tuesday .... 26			
Wednesday 27		App mnts ex pte—Original mnts.—apps from orders made on interlocutory mnts (see list), and apps from general list if required.	
Thursday ... 30			
Friday, July 1			
Saturday ... 2		Apps from Chan gen list	
Monday .... 4			
Tues. .... 5			
Wednesday 6		App mnts ex pte—Original mnts.—apps from orders made on interlocutory mnts (see list), and apps from general list if required.	

Thursday ..	7	County Palatine apps, and if necessary apps from the Chan gen list
Friday ....	8	
Saturday ...	9	Apps from Chan gen list
Mon. ....	11	
Tuesday....	12	{ App. motns. ex pte—original motns — apps. from orders made on interlocutory motions (sep list), and apps from general list if required
Thursday ...	14	
Friday ....	15	
Saturday ...	16	Apps from Chan gen list
Monday ....	18	
Tuesday ...	19	
Thursday ...	31	
Friday ....	32	
Saturday ...	33	Apps from Chan gen list
Monday ....	35	
Tuesday ...	36	
Thursday ...	28	
Friday ....	29	
Saturday ...	30	Apps from the Chancery
Mon., Aug. 1		General List
Tuesday....	2	
Wednesday ...	3	{ App. motns ex pte—original motns—apps from orders made on interlocutory motions (sep list), and apps from gen list if required
Thursday ...	4	
Friday ....	5	
Saturday ...	6	Apps from the Chancery
Monday ....	8	General List
Tuesday... ...	9	
Wednesday ...	10	{ App. motns ex pte—original motns—apps from orders made on interlocutory motions (sep list) & apps from gen list if required
Thursday ..	11	Apps from Chan gen list
Friday ....	12	Apps from Chan gen list
N.B.—Lunacy Petitions (if any) are taken in Appeal Court II. on every Monday at Eleven until further notice.		
 <b>HIGH COURT OF JUSTICE.</b>		
CHANCERY DIVISION.		
Chancery Court, I.		
Mr. Justice KAY.		
Tuesday, June 7.	Mots. adj. summs, & gen pa	
Wednesday 8	General paper	
Thursday .. 9	General paper	
Friday .... 10.	Mots. adj. summs, & gen. pa.	
Saturday.... 11	{ Pets., sht causes, adj. sums. & gen pa	
Monday .... 13		
Tuesday ... 14	General paper.	
Wed. .... 15		
Thursday .. 16		
Friday, .... 17.	Mots. adj. summs, and gen pa	
Sat. .... 18	Pets., sht causes, adj. sums, & gen pa	
Mon. .... 20		
Tuesday ... 21		
Wednesday 22	General paper	
Thursday ... 23		
Friday .... 24.	Mots., adj. summs, & gen pa	
Saturday ... 25	Pets., sht causes, adj. sums, & gen pa	
Mon. .... 27		
Tue. .... 28		
Wednesday 29	General paper	
Thursday ... 30		
Friday, July 1.	Mots. adj. summs, & gen. pa.	
Saturday ... 2	Pets., sht causes, adj. sums, & gen. pa	
Monday .... 4		
Tues. .... 5	General paper	
Wed. .... 6		
Thurs. .... 7		
Friday .... 8.	Mts. adj. sum & gen pa.	
Saturday ... 9	{ Pets., sht. caus., adj. sums, & gen. pa	
Monday ... 11		
Tuesday ... 12		
Wednesday 13	General paper	
Thursday ... 14		
Friday.... 15.	Mots. adj. sum, & gen. pa.	
Saturday ... 16	{ Pets., sht. caus., adj., summs, & gen pa	
Monday ... 18		
Tuesday ... 19		
Wednesday 20	General paper.	
Thursday ... 21		
Friday .... 23	Mots. adj. sum. & gen pa.	
Saturday ... 23	{ Pets., sht. caus., adj. summs, & gen pa	

Monday	25	General paper.
Tues.	26	
Wed.	27	
Thursday	28	
Fr. day	29.	Mots., adj sume, & gen. ps.
		Fete, sht. caux, adj. sume.
Saturday	30	& gen. ps

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers must be left in court with the judge's officer the day before the cause is to be put into the paper.

### **Chancery Court, III**

Mr. Justice CHITTY.

Tuesday, June 7	Motions and non wits list
Wednesday .....	Non wit list
Thursday .....	
Friday .....10	Mtns continued & non wit list
Saturday ...11	Pets, sh.t. causes, opposed pet's Procedure summs, & non wit list
Mon.....12	Fur cases and non wit list
Tuesday.....14	
Wed.....15	Non wit list
Thursday .....	
Friday .....17	Mots, & non wit list
Saturday ...18	Pets, sh.t. causes, Procedure summs, opposed pet's, & non wit list
Mon, .....20	Fur cases and non wit list
Tues.....21	
Wednesday .....	
Thursday .....	
Friday .....24	Motions and non wits list
Saturday ...25	Pets, sh.t. causes, opposed pet's Procedure summs, & non wit list
Monday .....21	Fur cases & non wit list
Tuesday .....	
Wednesday .....	
Thursday .....	
Friday, July 1	Mas and non wits list (Pets, sh.t causes, Procedure

HIGH COURT OF JUSTICE

**CHANCERY DIVISION**

**Commonwealth Court, April 19, 1940**

Friday	10	Mins and adj sums
Saturday	11	Sht. caus., pete., adj. sums
Monday	13	
Tues.	14	General paper
Wed.	15	
Thursday	16	
Friday	17	Motions & adj. sums
Saturday	18	Sht. caus., pete., & adj. sums
Mon.	19	
Tuesday	20	
Wednesday	21	General paper.
Thursday	22	
Friday	23	Mins and adj sums
Sat.	24	Sht. caus., pete., & adj. sums
Mon.	25	
Tuesday	26	
Wednesday	27	General paper.
Thur.	28	
Friday July 1	1	Mins, & adj. sums
Saturday	2	Sht. caus., pete., & adj. sums
Monday	3	
Tues.	4	
Wed.	5	General Paper
Thursday	6	
Friday	7	Mins and adj sums
Sat.	8	Sht. caus., pete., & adj. sums
Mon.	9	
Tuesday	10	
Wednesday	11	General paper.
Thursday	12	
Friday	13	Mins, & adj. sums
Sat.	14	Sht. caus., pete., & adj. sums
Mon.	15	
Tuesday	16	
Wednesday	17	General paper.
Thursday	18	
Friday	19	Motions, & adj. sums
Sat.	20	Sht. caus., pete., & adj. sums
Mon.	21	
Tuesday	22	
Wednesday	23	General paper.
Thursday	24	
Friday	25	Mins, & adj. sums
Sat.	26	Sht. caus., pete., & adj. sums
Mon.	27	
Tuesday	28	
Wednesday	29	General paper.
Thursday	30	
Friday	31	Mots. & adj. sums
Saturday	1	Sht. caus., pete., & adj. sums
Mon.	2	
Tuesday	3	
Wednesday	4	General paper.
Thursday	5	
Friday	6	Motions, & adj. sums
Sat.	7	Remaining mins, remaining pete., adj. sums & gen pa
Mon.	8	
Tuesday	9	
Wednesday	10	
Thursday	11	
Friday	12	

Any cause intended to be heard as a short cause must be so marked in the cause-book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers must be left in court with the judge's officer the day before the cause is to be put in the paper.

## Lord Chancellor's Court.

## Ms. JUSTICE STERLING.

Tues., June 7	10	Mins. adj sume, & gen. pa.
Wednesday	11	{ General paper
Thursday	12	{ Mots. adj sums, & gen. pa.
Saturday	13	{ Sht. caus., pete., adj. sums,
Mon.	14	{ & gen. pa.
Monday	15	Sitting in chambers
Tues.	16	
Wednesday	17	{ General paper
Thursday	18	{ Mins. adj sums, & gen. pa.
Saturday	19	{ Short caus., pete., adj. sums,
Mon.	20	{ & gen pa.
Monday	21	Sitting in chambers
Tuesday	22	
Wednesday	23	{ General paper.
Thursday	24	{ Mots. adj sume, & gen. pa.
Saturday	25	{ Sht. caus., pete., adj. sums,
Mon.	26	{ & gen pa.
Monday	27	Sitting in chambers
Tuesday	28	
Wednesday	29	{ General paper.
Thursday	30	{ Mins. adj sums & gen pa
Saturday	1	{ Sht. caus., pete., adj. sums,
Mon.	2	{ & gen pa.
Monday	3	Sitting in chambers
Tuesday	4	
Wednesday	5	{ General paper
Thursday	6	{ Mots. adj. sums, & gen. pa.
Saturday	7	{ Sht. caus., pete., adj. sums,
Mon.	8	{ & gen pa.
Monday	9	Sitting in chambers
Tuesday	10	
Wednesday	11	{ General paper
Thursday	12	{ Mots. adj sums & gen pa.
Saturday	13	{ Sht. caus., pete., adj. sums,
Mon.	14	{ & gen pa.
Monday	15	Sitting in chambers
Tuesday	16	
Wednesday	17	{ General paper
Thursday	18	{ Mots. adj sums & gen pa.
Saturday	19	{ Sht. caus., pete., adj. sums,
Mon.	20	{ & gen pa.
Monday	21	Sitting in chambers
Tuesday	22	
Wednesday	23	{ General paper
Thursday	24	{ Mots. adj sums & gen pa.
Saturday	25	{ Sht. caus., pete., adj. sums,
Mon.	26	{ & gen pa.
Monday	27	Sitting in chambers
Tuesday	28	
Wednesday	29	{ General paper
Thursday	30	{ Mots. adj sums & gen pa.
Saturday	1	{ Sht. caus., pete., adj. sums,
Mon.	2	{ & gen pa.

## HIGH COURT OF JUSTICE—QUEEN'S BENCH DIVISION.

## TRINITY Sittings, 1887.

A. to F.—All applications by summons or otherwise in actions assigned to Master Johnson are to be made returnable before him in his own room, No. 175, at 11 a.m. any day up to the 13th June inclusive, after which date they are to be made returnable before the masters sitting in chambers in this division.

G. to N.—All applications by summons or otherwise in actions assigned

Monday	18	Sitting in chambers
Tuesday	19	
Wednesday	20	{ General paper.
Thursday	21	
Friday	22	{ Mins. adj sums & gen pa.
Saturday	23	{ Sht. caus., pete., adj. sums,
Mon.	24	{ and gen pa.
Monday	25	Sitting in chambers
Tuesday	26	
Wednesday	27	{ General paper.
Thursday	28	
Friday	29	{ Mins. adj sums and gen pa.
Saturday	30	{ Sht. caus., pete., adj. sums,
Mon.	1	{ and gen pa.
Monday	2	Sitting in chambers
Tuesday	3	
Wednesday	4	{ General paper.
Thursday	5	
Friday	6	{ Mins. adj sums and gen pa.
Saturday	7	{ Sht. caus., pete., adj. sums,
Mon.	8	{ and gen pa.
Monday	9	Sitting in chambers
Tuesday	10	
Wednesday	11	{ General paper.
Thursday	12	{ Mins. adj sums & gen pa.
Saturday	13	{ Sht. caus., pete., adj. sums,
Mon.	14	{ & gen pa.
Monday	15	Sitting in chambers
Tuesday	16	
Wednesday	17	{ General paper.
Thursday	18	{ Mins. adj sums & gen pa.
Saturday	19	{ Sht. caus., pete., adj. sums,
Mon.	20	{ & gen pa.
Monday	21	Sitting in chambers
Tuesday	22	
Wednesday	23	{ General paper.
Thursday	24	{ Mins. adj sums & gen pa.
Saturday	25	{ Sht. caus., pete., adj. sums,
Mon.	26	{ & gen pa.
Monday	27	Sitting in chambers
Tuesday	28	
Wednesday	29	{ General paper.
Thursday	30	{ Mins. adj sums & gen pa.
Saturday	1	{ Sht. caus., pete., adj. sums,
Mon.	2	{ & gen pa.

to Master George Pollock are to be made returnable before him in his own room, No. 173, at 11.30 a.m. on Tuesdays, Thursdays, and Saturday.

All applications by summons or otherwise in actions assigned to Master the Hon. R. Butler under these letters are to be made returnable before him in chambers A. to F. division.

O. to Z.—All applications by summons or otherwise in actions assigned to Master Manley-Smith are to be made returnable before him in his own room, No. 114, at 11.30 a.m. on Tuesdays, Thursdays, and Saturdays up to 17th June inclusive, after which date they are to be made returnable before the masters in chambers in this division.

The parties are to meet in the ante-room of masters' chambers, and the summonses will be inserted in the printed list for the day after the summons to be heard before the master sitting in chambers, and will be called over by the attendant on the respective rooms for a first and second time at 11.30, and will be dealt with by the master in the same manner as if they were returnable at chambers.

BY ORDER OF THE MASTERS.

## MASTERS IN CHAMBERS.

## TRINITY Sittings, 1887.

A. to F., Mondays, Wednesdays, and Fridays, Master the Hon. R. Butler. Tuesdays, Thursdays, and Saturdays, Master Gordon.

G. to N., Mondays, Wednesdays, and Fridays, Master Hodgson. Tuesdays, Thursdays, and Saturdays, Master Kaye.

O. to Z., Mondays, Wednesdays, and Fridays, Master Francis. Tuesdays, Thursdays, and Saturdays, Master Walton.

## WINDING UP NOTICES.

## London Gazette.—FRIDAY, May 27.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

E. L. PARR & CO., LIMITED.—Petition for voluntary winding up, presented May 14, directed to take place before Kay, J., at Royal Courts of Justice, on Saturday, June 11. Wooler, John st, Bedford row, agent for Morgan & Scott, Cardiff, solors for petitioner.

KENSHAM PAPER MILL CO., LIMITED.—Petition for winding up, presented May 20, directed to be heard before Kay, J., on June 11. Ashurst & Co, Old Jewry, solors for petitioner.

## FRIENDLY SOCIETIES.

## LIMITED FOR THREE MONTHS.

ALBION BENEFIT SOCIETY, Vulcan Tavern, Salmon's lane, Limehouse. May 23.

LOYAL SIMONIETY LODGE ORDER OF DRUIDS FRIENDLY SOCIETY, Royal Hotel, High st, Hartlepool, Durham. May 23.

MINERS' FRIENDLY SOCIETY, Ridgeman Inn, Skogby, nr Mansfield, Nottingham. May 23.

TALBOT AND ANSON PROVIDENT SOCIETY, Parish Room, Colwich, nr Rugeley, Stafford. May 23.

## London Gazette.—TUESDAY, May 21.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

BRITISH PATENT GLAZING CO., LIMITED.—Petition for winding up, presented May 27, directed to be heard before Stirling, J., on Saturday, June 11. Furber, Gray's inn sq, solor for petitioners.

BOLTON AND PARTNERS, LIMITED.—By an order made by Chitty, J., dated May 23, it was ordered that the above be wound up. Millward & Co, New sq, Lincoln's Inn, solors for person.

CAMBRIAN CHEMICAL CO., LIMITED.—By an order made by Kay, J., dated May 21, it was ordered that the company be wound up. Dodge & Co, Old Palace yard, Westminster, solors for petitioner.

ELECTRIC PAINT REMOVER CO., LIMITED.—Creditors are required, on or before June 25, to send their names and addresses, and the particulars of their debts or claims, to John Bowring, 29, Gresham House, Monday, July 4, at 12, is appointed for hearing and adjudicating upon debts and claims.

ELECTRIC PORTABLE BATTERY AND GAS LIGHTING CO., LIMITED.—By an order made by Stirling, J., dated May 21, it was ordered that the company be wound up.

LEIPZIG HALLS AND DISTRICT ICE CO., LIMITED.—By an order made by North, J., dated May 23, it was ordered that the company be wound up. Ommanney, Gt Winchester st, solor for petitioner.

LONDON OYSTER CULTIVATING CO., LIMITED.—Petition for winding up, presented May 26, directed to be heard before Stirling, J., on Saturday, June 11. Hudson & Co, Queen Victoria st, solors for petitioners.

NORTH OF EUROPE LAND AND MINING CO., LIMITED.—Kay, J., has, by an order dated May 4, appointed George Smeth, 44, Gresham st, official liquidator, in place of Samuel Lowell Price.

RIO CARIS JET MINES CO., LIMITED.—By an order made by Chitty, J., dated May 23, it was ordered that the company be wound up. Ald & Hood, Brabant ct, Philpot lane, solors for petitioners.

Salford and Irwell Rubber Co., LIMITED.—By an order made by Chitty, J., dated May 23, it was ordered that the voluntary winding up be continued. Brook & Co, Basinghall street, solors for petitioner.

W. CHAPPELL & CO., LIMITED.—By an order made by Kay, J., dated May 21, it was ordered that the company be wound up. Cooper & Co, Lincoln's Inn fields, solors for petitioner.

## COUNTY PALATINE OF LANCASTER.

## LIMITED IN CHANCERY.

LANGSHIRE HOUSE OWNERS' INVESTMENT CO., LIMITED.—The Vice-Chancellor has by an order, dated May 21, appointed William Crossman, 4, Cook st, Liverpool, to be official liquidator.

STAR BLEACHING CO., LIMITED.—By an order made by the Vice-Chancellor, dated May 11, it was ordered that the company be wound up. Leigh, Manchester, solors for petitioner.

## FRIENDLY SOCIETIES DISSOLVED.

BUD OF HOPE FRIENDLY SOCIETY, Wheatsheaf Inn, Halifax, York. May 24.

CHRISTCHURCH FEMALE FRIENDLY SOCIETY, National Schoolroom, Christchurch, Southampton. May 24.

FRIENDLY SOCIETY, Primitive Methodist Schoolroom, Golds Green, Westbromwich, Stafford. May 24.

LOYAL COMMERCIAL LODGE, Independent Order of Oddfellows, Manchester Unity, Red Lion Inn, Chorley, Lancaster. May 25.

KINSTON FRIENDLY SOCIETY, Swan Inn, Kinston, Warwick. May 25.

ROYAL GEORGE LODGE, Order of Druids' Friendly Society, George Inn, Church st, Haedlingdon, Worcester. May 25.

WORKMEN'S FRIENDLY SOCIETY, Prince of Wales Inn, See Side road, Eastbourne, Sussex. May 27.

## CREDITORS' NOTICES.

## UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

*London Gazette*.—FRIDAY, May 27.

BEDINGFIELD, MARGARET ANN PASTON BISHOPP, Bath. July 1. Norris v Eyre, North, J. Stone & Co, Queen sq  
HAYNES, RICHARD, Mangotsfield, Gloucester, Solicitor. June 25. Kemp v Haynes, North, J. Rowcliffe, Bedford row

*London Gazette*.—TUESDAY, May 31.

ALLYN, GEORGE, Newcastle under Lyme, Commercial Traveller. June 25. Anderson v Allen, Registrar, Liverpool. Smith, Newington  
VINE, GEORGE JAMES VAUGHAN, Alverstoke, Southampton, Gent. June 30. Hattis v Stoneham, Kay, J. Prior, Portsmouth  
WATERMAN, ALFRED, Gracechurch st, Timber Merchant. June 30. Moss v Milbank, North, J. Thomson, Nicholas lane

## UNDER 22 &amp; 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

*London Gazette*.—FRIDAY, May 30.

BISHOP, CHARLES, Dolgarrog, Carmarthen, Esq. June 18. Bishop, Llandovery  
BISHOP, WILLIAM, Kilmington, Devon, Poultry Dealer. May 31. Forward, Axminster  
BROWN, DAVID, Leadenhall st, Ship Owner. July 1. Stibbard & Co, Leadenhall st  
CLARK, WILLIAM THOMAS CLARK, Haworth, Bourke, Victoria, Engraver. July 16.  
COLLIER, JOHN, Atherton, Lancaster, Master Bricklayer. June 20. Lancashire, Manchester  
CONYERS, FRANCES, Ilkley, York. July 1. Nelson & Co, Leeds  
CRAVEN, THOMAS, Halifax, Gent. July 1. England & Foster, Halifax  
CROWDNE, JHANNIE, Barmouth, Merioneth. June 24. Ivens & Morton, Kidderminster  
CROWDER, WILLIAM MACRAE, Barmouth, Merioneth, Gent. June 24. Ivens & Morton, Kidderminster  
DUNNICKLIFF, WILLIAM, Melbourne, Derby, Gent. June 24. Sale & Mills, Derby  
FITCHETT, SAMUEL, Chorlton upon Medlock, Manchester, Wine Retailer. May 30. Bunting & Co, Manchester  
GOBLE, GEORGE, Stockwell, Coachbuilder. July 5. Meynell, Furnival st  
GRAYSON, JOSEPH, Thurgoland, York, Farmer. July 1. Dransfield & Hodgkinson, Penistone  
GREEN, ANN, Bideford, Devon. June 30. Rooker & Bazeley, Bideford  
GREEN, ROBERT, Formby, Lancaster, Gent. July 16. Smith & Son, Liverpool  
HARDMAN, JOHN, Blackpool, Lancaster, Esq. June 13. Charnley & Co, Blackpool  
HARRISON, WILLIAM RICHARD, Tottenham, Gent. June 30. Blachford & Co, Abchurch lane  
HAVILAND, GEORGE EDWARD, Eastbourne, Clerk in Holy Orders. June 30. Johnson & Co, Finsbury circus  
HAWORTH, ANN, Rishon, Lancaster. June 20. Cooper, Blackburn  
HAWORTH, JOHN, Blackburn, Farmer. June 20. Cooper, Blackburn  
HENGWAT, EDWARD, Golcar, Yorks, Saddler. July 1. Brook & Co, Huddersfield  
HENNESSY, BERNARD RUDKIN, Swansea, Shipowner. June 19. Hennessy, Gt Queen st  
KEYES, LEONARD, Southchurch, Essex, Farmer. June 18. A E de Pinna, Cornhill  
LONG, JEREMIAH, Brighton, Esq. Aug 1. Rogers & Co, Westminster chambers  
LONGHURST, CHARLES, Uttoxeter, Stafford, Estate Agent. June 24. Cooper & Chawner, Uttoxeter  
LOXLEY, FRANCIS BEST, Horsham. June 18. Coole, Horsham  
LLIWELLYN, ELIZABETH, Morriston, Glamorgan. June 30. Tennant & Jones, Abergavenny  
MURRAY, WILLIAM, Stoneycroft, Lancaster. Aug 31. Mackay, Liverpool  
PEAKE, LOUISA, Birkenhead. June 30. Kent & Co, Liverpool  
PHILLIPS, DANIEL BILL, West Cowes, Isle of Wight. June 18. Galsworthy, Old Jewry chambers  
POPE, THOMAS, Acock's green, Worcester, Schoolmaster. June 16. Williams, Birmingham  
POWELL, JOHN, Shirley, Southampton, Innkeeper. June 24. Moberly & Wharton, Southampton  
SHAW, JAMES, Plymouth, Shipowner. July 1. Edmonds, Plymouth  
STEAD, WILLIAM HENRY, Leeds, Manufacturer. July 1. Nelson & Co, Leeds  
TURNER, OSBORNE, Chancery lane. June 14. Lane & Co, Arundel st  
TYLOR, WILLIAM ALFRED, Newgate st. June 24. Morse, Lime st sq  
WILLIAMS, MARIA, Tollington pl. June 30. Turner & Low, King st  
WILLIAMS, THOMAS, Llanwit Vardre, Glamorgan, Gent. July 1. Jones, Cardiff  
WILSON, THOMAS, Sunderland, Gent. June 26. Davies & Balkwill, Newcastle upon Tyne

*London Gazette*.—TUESDAY, May 24.

BEARDSHAW, RALPH, Leeds, Surgeon. July 9. Rider, Leeds  
BILL, JAMES, Redhill, Surrey, a General. July 2. Hollams & Co, Mincing lane  
BUMFORD, ALBERT, South Moreton, Berks, Farmer. May 31. Slade, Wallingford  
COBB, JOHN, Sheldwich, Kent, Farmer. July 6. Giraud, Faversham  
DAVIS, HENRY, King's Heath, Worcester, Gent. July 31. Cottrell & Son, Birmingham  
DENBY, ALFRED THOMAS, Sidmouth, Lace' Manufacturer. June 30. Tozer & Co, Exeter  
DENNY, RICHARD, Angrove, Wilts, Farmer. June 17. Clark & Smith, Malmesbury  
EVANS, WILLIAM, Seven Acres, Pembroke, Farmer. June 30. Lescelles, Narberth  
FARRAH, FREDERICK, Liverpool, Gent. July 1. Wright & Co, Liverpool  
FEARNS, CHARLES, Church Broughton, Derby, Yeoman. June 1. Russell, Lichfield  
FLETCHER, GEORGE, Bradford, Shoemaker. June 25. Gordon & Co, Bradford  
FLITBOOTH, PAUL, Atherton, Lancaster. June 18. Widdows, Leigh  
GILLIES, ROBERT, Dunedin, New Zealand, Surveyor. July 1. Robins & Peters, Guildhall chbrs

GRANT, JOHN, Newcastle upon Tyne, Pawnbroker. June 30. Aitchison, Newcastle upon Tyne  
GRAVES, HENRY, Horsforth, York, Grocer. July 9. Rider, Leeds  
HARRISON, JOHN HENRY, Devonshire st, Gent. June 30. Walker, Manchester  
HEBON, WILLIAM, Wood End, York, Farmer. June 9. Jackson & Jackson, Middlebrough  
LAW, ELIZA MARY, Minehead, Somerset. Aug 1. Easton, Taunton  
LOWE, ALICE, Blackpool, Lancaster. July 1. Harrison, Blackpool  
LUCAS, GEORGE, King's Norton, Worcester, Farmer. June 24. Burton, Birmingham  
METCALF, SUSANNAH MIDDLETON, Holbeck. July 9. Rider, Leeds  
MITCHELL, DAVID, Clifton, Yorks, Wiredrawer. June 27. Douthwaite, Cleckheaton; Piercy, Huddersfield  
NORRIS, SOPHIA, Illeworth, Market Gardener. July 2. Woodbridge & Sons, Serjeants' inn  
NOTE: FREDERICK WILLIAM, Bolsover st, Cabinetmaker. June 21. Cooper & Walker, Bircham lane  
PEYRE, MARGARET FRANCES, Sotwell, Berks. July 20. Westell, Witney  
PYTOR, FELIX, Esher, Esq. June 24. Watney & Co, Lombard st  
REDFEARN, ELIZABETH CHARLOTTE, Osnaburgh terr. June 24. Chubb, Lincoln's inn fields  
RICHARDS, ALFRED, Forest Hill, Esq. July 8. Parker Dixon, Gray's inn sq  
SCOTT, DAVID, Camden sq, Doctor of Medicine. June 24. Young & Sons, Mark Lane  
SHEPARD, STEPHEN, Leamington, Gent. July 5. Wright & Hassall, Leamington  
SMITH, CHARLES, Kelvedon, Essex, Estate Agent. June 24. Pope & Co, Colchester  
THWAITES, JOHN, Manchester, Fent Merchant. June 21. Nelson, Manchester  
THWAITES, THOMAS, Harrogate, York. July 26. S O F & C A Powell, Harrogate  
VARLEY, ANN, Whitworth, Lancaster, Plumber. June 4. Brierley & Hudson, Rochdale  
WATE, MARGARET JANE, Bishop Wearmouth, Grocer. June 30. Bell & Son, Sunderland  
WILSON, WILLIAM, Gt Russell st. June 30. Hudson & Co, Queen Victoria st

*London Gazette*.—FRIDAY, May 27.

BARNARD, CLEMENTINA, Hawkley, Southampton. June 20. Munns & Longden, Old Jewry  
BARNARD, GORDON WILLIAM, Hawkley, Southampton. June 20. Munns & Longden, Old Jewry  
BELCHER, WILLIAM SANDON, Essex, Farmer. July 15. Duffield & Brutty, Chelmsford  
BRAY, WALTER, Huddersfield, Canvas Merchant. June 30. Booth & Sykes, Huddersfield  
BRICE, WILLIAM, Clifton, Esq. June 20. Daniel Travers Burges, Pembroke rd  
CALVERT, ELIZABETH, Ashton-under-Lyne. May 31. Lord & Son, Ashton-under-Lyne  
CLARK, WILLIAM THOMAS, Haworth, Victoria, Engraver. July 23. Clapham & Fitch, Bishopsgate Without  
CUDEMORE, ANN, Birmingham. June 30. Snow & Atkins, Birmingham  
DAWSON, JOHN, Blackburn, Painter. July 23. Darley & Crossley, West Blackburn  
DOWD, MICHAEL JOSEPH, Tranmere, Chester, Engineer. June 30. Madden & Co, Liverpool  
EDDISON, MARY, Welton, Lincoln. July 1. Burton & Scorer, Lincoln  
EVANS, KATE ADA, Wells, Somerset. Aug 1. Perham, Bristol  
FLETCHER, JOHN, Dover, Ironmonger. July 16. Lewis, Dover  
FULCHER, WILLIAM GEORGE, Deptford, Gent. June 30. Bristow, Greenwich  
GAUTHORP, GEORGE RUNCORN, Bowdon, Cheshire, Gent. July 27. Jackson, Manchester  
GIBB, BENJAMIN, jun, Lewisham. June 24. Horne & Birkett, Lincoln's inn fields  
GOODLAND, SARAH, Bath. July 2. Stone & Co, Bath  
HALLIWELL, JOHN, Horbury, York, Gent. June 27. Heigh & Co, Horbury Bridge  
HARRIES, HUGH LLWYD, Cefnwyd, Pembroke, Esq. June 30. Eaton-Evans & Williams, Haverfordwest  
HATTON, EDWARD HATTON FINCH, Hove, Sussex, Esq. July 1. Meredith & Co, New sq  
HUTCHINS, WILLIAM, Bedminster, Bristol, Baker. July 11. Birch, Exeter  
JOHNSON, WILLIAM, Wingham, Kent, Gent. July 6. Sankeys & Flint, Canterbury  
LEE, MARY, Kingston-upon-Hull. July 23. Stamp & Co, Hull  
LEEMAN, HENRY, York, Gent. July 1. Smith, York  
LEGGETT, WILLIAM, Longnor rd, Licensed Victualler. July 1. Layton & Co, Bude row  
LLOYD, WILLIAM, Lyneham, Wilts, Machinist. July 2. Kinneir & Tomb, Wootton Bassett  
MCLONG, MARIANNE JANE, Upper Norwood. June 26. Langton & Son, Queen Victoria st  
MONK, FREDERICK RICHARD, Peckham, Gent. July 24. Thompson & Groom, Raynold bridge  
PEARS, HENRY, Wimsgill, Cumberland, Gent. July 1. Wright & Brown, Carlisle  
PAYE, JOHN RICHARD, South Kensington, Captain. June 30. Barren, Bouvierie st  
RODWELL, THOMAS MORLEY, Chancery lane, Solicitor. June 15. Mote & Co, South sq  
SHAW, EDWARD, Worksop, Nottingham, Maltster. June 30. Coulson, Worksop  
SHAW, ELIZABETH, Coten End, Warwick. July 16. Fras. R. Moore, Warwick  
SIMSON, DORA LUSHINGTON, Hove, Brighton. June 20. Upperton & Bacon, Brighton  
SMITH, WILLIAM, West Brighton, Gent. June 28. Ashurst & Co, Old Jewry  
STEEDS, ELIZABETH, Frome, Somersetshire. July 1. Rosister, Coleman st  
STONE, ANNE, Henley st. June 25. Jordan & Son, Westminster chambers  
TANTON, ELIZABETH ANNE, Regent's park. July 1. Thomson & Ward, Nicholas Lane  
TAYLOR, JANE, Leymoor, York. June 28. Learoyd & Simpson, Huddersfield  
TAYLOR, WALTER, Teddington, Warehouseman. Aug 1. Mott & Dent, Bedford row  
WALLIS, WILLIAM, Leeds, Estate Agent. Sept 1. Butler & Middlebrook, Leeds  
WIGGINS, FREDERICK AUGUSTUS, Porchester ter, Esq. July 7. Field & Co, Lincoln's inn fields  
WILLIAMS, MARY, Rhudarwen, Carmarthenshire. June 30. Browne, Carmarthen  
WILSON, JAMES, Chenes, Buckingham, Farmer. July 15. Bedford, Amersham

## BANKRUPTCY NOTICES.

*London Gazette.—FRIDAY, May 27.*  
RECEIVING ORDERS.

- ADAMSON, WILLIAM BOWSER, Newcastle on Tyne, Druggist. Newcastle on Tyne. Pet May 23. Ord May 23.
- ANGERSTEIN, WILLIAM JOHN NETTLESHIP, Llanbedrog, Carnarvon, Esq. Bangor. Pet May 23. Ord May 23.
- BAKER, GEORGE, New Humberstone, Leicester, out of employment. Leicester. Pet May 23. Ord May 23.
- BARTON, THOMAS, Ulverston, Lancs. Farmer. Ulverston and Barrow in Furness. Pet May 6. Ord May 23.
- BELLINGHAM, JOHN, Savoy bridge, Strand, Traveller. High Court. Pet March 9. Ord May 23.
- BILHAM, GAZE, Stalham, Norfolk, Harness Maker. Norwich. Pet May 23. Ord May 25.
- BOWLING, STEPHEN, Howden, Yorks, Painter. Kingston upon Hull. Pet May 24. Ord May 23.
- BROOKE, GEORGE, Varley rd, Stamford hill, Minister of Religion. High Court. Pet May 6. Ord May 23.
- CAMPBELL, HON. COLIN, Bryanstone sq, Barrister at Law. High Court. Pet May 9. Ord May 23.
- CULVERE, ARTHUR, Sandall rd, Camden rd, Public House Manager. High Court. Pet May 25. Ord May 25.
- DAVIES, THOMAS HANCOCK, Aberavon, Glamorgan, Grocer. Neath. Pet May 24. Ord May 24.
- DAWES, ELIZABETH, Frodingham, Lincoln, Pig Iron Maker. Oldbury. Pet May 23. Ord May 23.
- DAWES, GEORGE AUGUSTUS, Instow, Devon, Gent. Barnstaple. Pet May 25. Ord May 25.
- DESBROUH, JAMES GEORGE, Daventry, Northampton, Chemist. Northampton. Pet May 21. Ord May 21.
- EDWARDS, FREDERICK CLINCH, Ryde, I W, Tobacconist. Newport and Ryde. Pet May 24. Ord May 24.
- ELLI, GEORGE, Ashbury, Berks, Miller. Swindon. Pet May 10. Ord May 23.
- EVANS, BENJAMIN, Treddunbok, nr Newport, Mon, Draper. Newport, Mon. Pet May 11. Ord May 23.
- EVANS, WILLIAM, Cardiff, Brick Merchant. Cardiff. Pet May 21. Ord May 21.
- FLEMING, WILLIAM WILLIAMS, Landport, Hampshire, Furniture Dealer. Portsmouth. Pet May 2. Ord May 18.
- FLINT, JAMES CLIFFORD, Solon rd, Brixton, Clerk. High Court. Pet May 25. Ord May 25.
- FOOT, LIONEL RAYNE, Victoria st, Westminster, Auctioneer. High Court. Pet April 28. Ord May 25.
- GOLDBERG, EPHRAIM HYMAN, Burdett rd, Bow, Wardrobe Dealer. High Court. Pet April 20. Ord May 25.
- HOUGHTON, HENDEN, Old Kent rd, Grocer. High Court. Pet May 25. Ord May 25.
- KNIGHT, JAMES, and FREDERICK HARRISON BLAND, Thornfield rd, Shepherd's Bush. Dealers in Oriental Goods. High Court. Pet May 25. Ord May 25.
- LEWIS, CHARLES, Old Town, Croydon. Croydon. Pet April 30. Ord May 20.
- LYTH, CHARLES, Waterloo, Lancs, Brewer. Liverpool. Pet May 23. Ord May 23.
- MAGNER, SELIG, Kingston upon Hull, Hardware Dealer. Kingston upon Hull. Pet May 24. Ord May 24.
- MANNING, JAMES, Torquay, Baker. Exeter. Pet May 24. Ord May 24.
- MARTIN, HENRY, Barking, Essex, Brush Manufacturer. High Court. Pet May 25. Ord May 25.
- MEARS, HENRY, Old Kent rd, Fancy Dealer. High Court. Pet May 23. Ord May 23.
- MORGAN, EVAN, Newtown, Mont., Boot Maker. Newtown. Pet May 24. Ord May 24.
- NICHOLS, WILLIAM, Gt Yarmouth, Grocer. Gt Yarmouth. Pet May 24. Ord May 24.
- NORTON, EDWIN JAMES, Shaftesbury, Dorsetshire, Plumber. Salisbury. Pet May 21. Ord May 21.
- PERROTT, WILLIAM THOMAS, Luppitt, Devon, Clerk in Holy Orders, Exeter. Pet May 24. Ord May 24.
- PHARAOH, PETER, Tallowntire, near Cockermouth, Builder. Cockermouth and Workington. Pet May 24. Ord May 24.
- PINCH, CHARLES, Cambridge rd, Mile End, Chair Manufacturer. High Court. Pet May 23. Ord May 23.
- SMITH, WILLIAM JAMES, Leicester, Grocer. Leicester. Pet May 13. Ord May 24.
- SUTOLIFFE, THOMAS, Todmorden, Yorks, Warp Sizer. Burnley. Pet May 23. Ord May 24.
- THOMAS, CATHERINE, Milford Haven, Sailmaker. Pembroke Dock. Pet May 25. Ord May 25.
- UNSWORTH, JATHARINE, Widnes, Lancs, Refreshment House Keeper. Liverpool. Pet May 25. Ord May 25.
- WALKER, CHARLES HARRY, Cobridge, Staffs, Grocer. Hanley, Burslem, and Tunstall. Pet May 24. Ord May 24.
- WARD, FREDERICK, Bristol, Bootmaker. Bristol. Pet May 21. Ord May 23.
- WARMLEY, WILLIAM HARMAN, Fenchurch st, Commission Agent. High Court. Pet May 23. Ord May 23.
- WARWICK, HENRY, Gt Suffolk st, Borough, Bootmaker. High Court. Pet May 23. Ord May 23.
- WEBB, THOMAS, Cambridge rd, Bethnal green, Bootmaker. High Court. Pet May 25. Ord May 25.
- WHEATEY, THOMAS JOHN, Nottingham, Bootmaker. Nottingham. Pet May 24. Ord May 24.
- WHICHE, GEORGE DAVID, Holdenhurst, Hants, Miller. Poole. Pet May 24. Ord May 24.
- WHITEHORN, ROBERT, Liverpool, Cab Proprietor. Liverpool. Pet May 11. Ord May 24.
- WILLIAMS, THOMAS, Manchester, Spring Mattress Maker. Manchester. Pet May 25. Ord May 25.
- WILSON, BERNARD GEORGE, Union st, Old Broad st, Solicitor. High Court. Ord May 19.
- DIVALL, THOMAS, Never, nr Edenbridge, Kent, Farmer. Tunbridge Wells. Pet May 20. Ord May 25.
- DYSON, ELL, and THOMAS DYSON, Oldham, Lancashire, Joiner. Oldham. Pet March 2. Ord May 24.
- ELLIS, GEORGE, New Mill, nr Littleborough, Lancashire, Grocer. Oldham. Pet May 18. Ord May 25.
- ELLIS, GEORGE, A-Shbury, Berks, Miller. Swindon. Pet May 7. Ord May 24.
- FIELD, JAMES THOMAS, Hastings, Eating-house Keeper. Hastings. Pet May 2. Ord May 20.
- FRIEDLANDER, EDWARD JULIUS, Wool Exchange, Coleman st, Merchant. High Court. Pet Apr 15. Ord May 21.
- GLASSEY, WILLIAM JAMES, and JAMES BRIELL, Liverpool, Commission Merchants. Liverpool. Pet Apr 27. Ord May 23.
- GUSH, FREDERICK RIDDIFORD, Cleveland st, Fitaroy sq, Carpet Salesman. High Court. Pet May 20. Ord May 23.
- HALL, JOHN, Manchester, Waiter. Manchester. Pet May 21. Ord May 23.
- HAWKINSON, GEORGE HENRY, Warwick, Pork Butcher. Warwick. Pet May 17. Ord May 18.
- HARRISON, REYNOLDS, Frant rd, Thornton Heath, Laundryman. Croydon. Pet May 18. Ord May 24.
- JONES, DAVID, Rhosllanerchrugog, nr Wrexham, Denbighshire, Butcher. Wrexham. Pet May 18. Ord May 23.
- JONES, ROBERT, Liangollen, Denbighshire, Innkeeper. Wrexham. Pet Apr 19. Ord May 23.
- LEWIS, GEORGE, Cardiff, Glass Merchant. Cardiff. Pet Apr 19. Ord May 24.
- LINTOTT, JAMES JAMES, address unknown, Bootmaker. High Court. Pet Feb 19. Ord May 23.
- MANNERS, GEORGE, Pickering, Yorks, Coal Dealer. Scarborough. Pet May 18. Ord May 24.
- MANNING, JAMES, Torquay, Baker. Exeter. Pet May 24. Ord May 25.

## FIRST MEETINGS.

- ADAMSON, WILLIAM BOWSER, Newcastle on Tyne, Druggist. June 6 at 11. Off Rec, Pink lane, Newcastle on Tyne
- BAKER, GEORGE, New Humberstone, Leicester, out of employment. June 6 at 12.30. 28, Friar lane, Leicester
- BAUM, MARK, Holyhead rd, Coventry, Watch Manufacturer. June 6 at 11. Off Rec, 17, Hertford st, Coventry
- BYFORD, ALBERT THOMAS, Wethersfield, Essex, Innkeeper. June 8 at 3.15. Shirehall, Chelmsford
- CALAM, WILLIAM, East Aiklam, Yorks, Farmer. June 3 at 11.30. Talbot Hotel, New Melton, Yorks
- CATTELL, THOMAS, Northampton, Grindery Dealer. June 4 at 4. County Court, Northampton

NICHOLAS, WILLIAM, Gt Yarmouth, Grocer. Gt Yarmouth. Pet May 24. Ord May 24.  
 POSTLE, THOMAS, Ashton under Lyne, Brewers' Traveller. Ashton under Lyne and Stalybridge. Pet May 20. Ord May 24.  
 RAWTHORN, ROBERT, Southport, Lancs, out of business. Liverpool. Pet April 29. Ord May 23.  
 REES, EDWARD, Cardiff, Hay Merchant. Cardiff. Pet April 14. Ord May 25.  
 SMITH, WILLIAM JAMES, Leicester, Grocer. Leicester. Pet May 12. Ord May 24.  
 SUMNER, WILLIAM THOMAS, Chester, Schoolmaster. Chester. Pet May 18. Ord May 23.  
 SUTCLIFFE, THOMAS, Todmorden, Yorks, Warp Sizer. Burnley. Pet May 23. Ord May 24.  
 TAYLOR, CHARLES, Mold, Joiner. Chester. Pet March 19. Ord May 24.  
 TAYLOR, EDWARD, Birmingham, Drysalter. Birmingham. Pet May 20. Ord May 24.  
 TOWNSEND, JAMES, GEORGE TOWNSEND, and ROBERT TOWNSEND, Colne, Lancs, Cotton Spinners. Burley. Pet April 27. Ord May 23.  
 WALKER, CHARLES HARRY, Cobridge, Stafford, Grocer. Hanley, Burslem, and Tunstall. Pet May 24. Ord May 24.  
 WHEATLEY, THOMAS JOHN, Nottingham, Boot Maker. Nottingham. Pet May 24. Ord May 25.  
 WILLIAMS, CECIL HENRY JOHN, Fitzroy st, Fitzroy sq. High Court. Pet May 18. Ord May 26.  
 WILLIAMS, THOMAS, Hulme, Manchester, Spring Mattress Manufacturer. Manchester. Pet May 23. Ord May 23.

## ADJUDICATIONS ANNULLED.

OWEN, EDWARD ROWLAND, Gwernylyn, Cardigan, Farmer. Abergavenny. Adjud Feb 25. Annual May 23.  
 SACKVILLE, JOHN WALTER, Salford, Lancs, Calico Printer. Salford. Adjud July 6. Annual May 9.

London Gazette.—TUESDAY, May 31.

## RECEIVING ORDERS.

ANSELL, HENRY SIMON, Birmingham, Case Maker. Birmingham. Pet May 27. Ord May 27.  
 BILLINGHAM, WALTER, Brierley hill, Stafford, Drayman. Stourbridge. Pet May 21. Ord May 21.  
 BOAST, THOMAS, East Riding, Yorks, Farmer. Kingston upon Hull. Pet May 18. Ord May 26.  
 BONNETT, WALTER GRAY, Cambridge, General Dealer. Cambridge. Pet May 26. Ord May 26.  
 BROWN, ISABELLA, Saffron Walden, Essex, Repository Keeper. Cambridge. Pet May 27. Ord May 27.  
 BURTON, GEORGE, Green st, Bethnal green, Leather Merchant. High Court. Pet May 28. Ord May 27.  
 CHAPMAN, JANE, Cambridge st, Hyde pk, Lodging House Keeper. High Court. Pet May 27. Ord May 27.  
 COOKE, PHILIP, Church row, Wandsworth, Chemist. Wandsworth. Pet April 18. Ord May 26.  
 DELL, ROBERT, jun, Birmingham, Gent. Birmingham. Pet May 12. Ord May 26.  
 GOUGH, JAMES, Bristol, Baker. Bristol. Pet May 27. Ord May 27.  
 HAMMOND, ISAAC, Brighton, Grocer. Brighton. Pet May 26. Ord May 26.  
 HARRISON, JONATHAN, Seaton, nr Hornsea, Yorks, Farmer. Kingston upon Hull. Pet May 27. Ord May 27.  
 HARRISON, ROBSON, Tibthorpe, Yorks, Farmer. York. Pet May 27. Ord May 27.  
 JACKSON, OWEN YATES, Harrogate, Butcher. York. Pet May 26. Ord May 26.  
 LAMB, GEORGE, WILLIAM THOMAS, Fulbeck, Lincolnshire, Farmer. Nottingham. Pet May 18. Ord May 28.  
 LETBY, THOMAS, Clifford cum Boston, Yorks, Publican. York. Pet May 25. Ord May 25.  
 MAYOU, WILLIAM, Birmingham, Furniture Dealer. Birmingham. Pet April 21. Ord May 26.  
 MIDDLEY, JOHN, jun, Bradford, Yorks, Bootmaker. Bradford. Pet May 27. Ord May 27.  
 NEALE, E. ST JOHN, Albemarle st, Piccadilly, Lieutenant in Navy. High Court. Pet March 17. Ord May 27.  
 POWELL, LEWIS, Hereford, Architect. Hereford. Pet May 18. Ord May 26.  
 RYLE, GEORGE, Burton on Trent, Painter. Burton on Trent. Pet May 25. Ord May 25.  
 SHARMAN, WILLIAM, and ALFRED HENRY CATTILL, Billiter sq bldgs, Billiter sq, Hemp Brokers. High Court. Pet May 11. Ord May 26.  
 SHILCOCK, JOHN, Leicester, Corn Dealer. Leicester. Pet May 27. Ord May 27.  
 SMITH, REGINALD THOMAS, Hove, Sussex, Stock Broker. Brighton. Ord May 27.  
 THOMAS, DAVID, Carmarthen, Merchant. Carmarthen. Pet May 25. Ord May 25.  
 WATSON, ROBERT, Howden, Yorks, Painter. Kingston upon Hull. Pet May 27. Ord May 27.  
 WYLDE, JOSEPH, Nantwich, Grocer. Nantwich and Crewe. Pet May 26. Ord May 26.

## FIRST MEETINGS

BARKER, F. W., Ramsgate, Draper. June 8 at 12. Bankruptcy bldgs, Lincoln's Inn.  
 BAXTER, JOHN EDWARD, Munster Park, Fulham. June 9 at 12. 33, Carey st, Lincoln's Inn.  
 BISHOP, ARTHUR, Beak st, Regent st, Grocer. June 7 at 12. 33, Carey st, Lincoln's Inn.  
 BROWN, ISABELLA, Saffron Walden, Essex, Repository Keeper. June 10 at 2.45. Rose and Crown Hotel, Saffron Walden.  
 BURN, JAMES, Worth, Kent, Carpenter. June 10 at 10. 32, St George's st, Canterbury.  
 CARES, ISAAC, Beresford rd, Highbury, Merchant. June 8 at 11. 33, Carey st, Lincoln's Inn.  
 CHURCH, JOHN, Coleman st, Builder. June 7 at 11. Bankruptcy bldgs, Lincoln's Inn.  
 CLARKE, CHARLES EDWARD, Abergavenny, Mon., Gunmaker. June 8 at 12. Off Rec. Merthyr Tydfil.  
 DAVIES, THOMAS HANCOCK, Aberavon, Glam., Grocer. June 7 at 11.45. Castle Hotel, Neath.  
 DONKEY, FRANCIS, Brockley rd, Forest Hill, Builder. June 7 at 2.30. 33, Carey st, Lincoln's Inn.  
 DUNHOPE, WALTER FRANKLAND, Leeds, Tobacconist. June 7 at 4. Bankruptcy bldgs, Lincoln's Inn fields.  
 DYER, THOMAS, High st, Kingsland, Cheesemonger. June 7 at 12. 33, Carey st, Lincoln's Inn fields.  
 EVANS, HARRY KING, Whitehall place Clerk. June 8 at 12. Bankruptcy bldgs, Lincoln's Inn fields.

FARRAR, CHARLES EDMUND, Roydon, Essex, no occupation. June 7 at 11. 30 and 31, St. Swithin's lane.  
 FROST, WALTER ISAAC, Maury rd, Stoke Newington, Root Salesman. June 7 at 11. 33, Carey st, Lincoln's Inn.  
 FULCHER, GEORGE, Cricketfield rd, Lower Clapton, Potato Salesman. June 8 at 2.30. 33, Carey st, Lincoln's Inn.  
 HEATON, JAMES, Barking rd, Canning Town, Tailor. June 9 at 11. 33, Carey st, Lincoln's Inn.  
 JACKSON, OWEN YATES, Harrogate, Butcher. June 8 at 2.30. Off Rec. 17, Blake st, York.  
 JONES, EDWARD, Newtown, Montgomery, Tin Plate Worker. June 8 at 1. Off Rec. 1, Llanidloes.  
 JONES, MURICE, Queen Victoria st, Financial Agent. June 8 at 11. Bankruptcy bldgs, Lincoln's Inn.  
 LAMB, GEORGE WILLIAM THOMAS, Fulbeck, Lincoln, Farmer. June 11 at 12.30. Public Reading Room, Fulbeck, Lincoln.  
 LETBY, THOMAS, Clifford cum Boston, Yorks, Publican. June 8 at 1. Off Rec. 1, York.  
 LYTHE, CHARLES, Waterloo, Lancs, Brewer. June 8 at 3. Off Rec. 35, Victoria st, Liverpool.  
 MASON, JOSEPH FREDERICK, Holman rd, Battersea, Confectioner. June 9 at 3. 100, Victoria st, Westminster.  
 MORGAN, EVAN, Newtown, Montgomery, Bootmaker. June 7 at 1. Off Rec. 1, Llanidloes.  
 NICHOLS, WILLIAM, Gt Yarmouth, Grocer. June 7 at 4.15. Off Rec. 8, King st, Norwich.  
 NOERTHOFT, GEORGE, Seaforth, Lancs, Surveyor. June 8 at 3. Off Rec. 35, Victoria st, Liverpool.  
 NYE, CHARLOTTE, Regent's pk rd, Stationer. June 8 at 12. 33, Carey st, Lincoln's Inn.  
 PHARAOH, PETER, Tallantire, nr Cockermouth, Cumberland, Builder. June 7 at 12. 67, Duke st, Whitehaven.  
 RUSSELL, WILLIAM HUTCHINSON, Kilham, Yorks, Farmer. June 7 at 12.30. Bell Hotel, Driffield.  
 THOMAS, DAVID, Carmarthen, Merchant. June 9 at 11. Off Rec. 11, Quay st, Carmarthen.  
 TRIM, RICHARD CURTIS, Hersham, Walton on Thames, Contractor. June 8 at 12. Cannon st Hotel.  
 UNSWORTH, CATHARINE, Widnes, Lancs, Refreshment House Keeper. June 9 at 3. Off Rec. 35, Victoria st, Liverpool.  
 WALLACE, WILLIAM, Aldergate st, Paper Merchant. June 8 at 11. Bankruptcy bldgs, Portugal st, Lincoln's Inn fields.  
 WHEATLEY, THOMAS JOHN, Nottingham, Bootmaker. June 7 at 12. Off Rec. 1, High pavement, Nottingham.  
 WHICHER, GEORGE DAVID, Holdenhurst, Hants, Miller. June 9 at 1. Criterion Hotel, Bournemouth.  
 WHITEHEAD, EBENZER, King's Lynn, Norfolk, Accountant. June 8 at 10.30. W B Whall, Market sq, King's Lynn.  
 WHITING, BENJAMIN WILSON, Diss, Norfolk, Builder. June 7 at 12.15. Off Rec. 2, Westgate st, Ipswich.  
 WILLIAMS, THOMAS HUMIE, Manchester, Spring Mattress Maker. June 10 at 11.30. Off Rec. Ogden's chbrs, Bridge st, Manchester.

## ADJUDICATIONS.

ANSELL, HENRY SIMON, Birmingham, Case Maker. Birmingham. Pet May 27. Ord May 27.  
 BAUM, MARKS, Holyhead rd, Coventry, Watch Manufacturer. Coventry. Pet May 19. Ord May 26.  
 BILLINGHAM, WALTER, Brierley hill, Drayman. Stourbridge. Pet May 21. Ord May 25.  
 BONNETT, WALTER GRAY, Cambridge, General Dealer. Cambridge. Pet May 26. Ord May 26.  
 BROWN, ISABELLA, Saffron Walden, Essex, Repository Keeper. Cambridge. Pet May 27. Ord May 27.  
 BULL, THOMAS EDMUND, Newport, I W, Hotel Proprietor. Newport and Ryde. Pet April 19. Ord May 18.  
 BYFORD, ALBERT THOMAS, Wetherfield, Essex, Innkeeper. Chelmsford. Pet May 19. Ord May 26.  
 CASE, JAMES, Bury, Lancs, Ironfounder. Bolton. Pet March 26. Ord May 26.  
 CHRISTIAN, EMMA, Worcester, Mantle Dealer. Worcester. Pet May 16. Ord May 25.  
 COLE, ROBERT DAVID, Gurnard, I W, Builder. Newport and Ryde. Pet April 23. Ord May 6.  
 DAVIS, LOUISA, and SARAH DAVIS, Bristol, Umbrella Manufacturers. Bristol. Pet May 16. Ord May 26.  
 EDWARDS, FREDERICK CLINCH, Ryde, I W, Tobacconist. Newport and Ryde. Pet May 23. Ord May 24.  
 EVANS, WILLIAM, Cardiff, Brick Merchant. Cardiff. Pet May 21. Ord May 25.  
 HARDSTONE, WILLIAM, South Lee, Kent, Butcher. Greenwich. Pet Dec 14 Ord March 30.  
 HARRISON, JONATHAN, Seaton, nr Hornsea, Yorks, Farmer. Kingston upon Hull. Pet May 27. Ord May 27.  
 HOLLING, JOHN, Tankersley, Yorks, Innkeeper. Barnsley. Pet May 18. Ord May 26.  
 HUNT, EDMUND CLIFFORD, West Hammingfield, Essex, Butcher. Chelmsford. Pet May 20. Ord May 26.  
 JACKSON, OWEN YATES, Harrogate, Butcher. York. Pet May 16. Ord May 27.  
 LETBY, THOMAS, Clifford cum Boston, Yorks, Publican. York. Pet May 25. Ord May 25.  
 MEARS, HENRY, Old Kent road, Fancy Dealer. High Court. Pet May 23. Ord May 26.  
 MIDDLEY, JOHN, jun, Bradford, Boot Maker. Bradford. Pet May 27. Ord May 27.  
 NEWNHAM, WILLIAM, Newport, I W, Baker. Newport and Ryde. Pet April 21. Ord May 7.  
 NORTHOFT, GEORGE, Seaforth, Lancashire, Surveyor. Liverpool. Pet May 18. Ord May 27.  
 OWEN, JOHN, and HENRY OWEN, Bangor, slate Manufacturers. Bangor. Pet May 10. Ord May 27.  
 PHARAOH, PETER, Tallantire, near Cockermouth, Builder. Cockermouth and Workington. Pet May 24. Ord May 27.  
 REED, JOHN LANGHAM, and EDWARD CHARLES BOWEN, Tokenhouse yard, Contractor. Court of Appeal. Pet March 4. Ord May 20.  
 ROTHWELL, THOMAS, Shaw, nr Oldham, Cotton Spinner. Oldham. Pet May 11. Ord May 26.  
 RYLE, GEORGE, Burton on Trent, Painter. Burton on Trent. Pet May 25. Ord May 25.  
 SANDYS, W. A., Fleet st, Managing Director of Railway Time Table Publishing Co. High Court. Pet March 24. Ord May 26.  
 UNSWORTH, CATHARINE, Widnes, Lancs, Refreshment-house Keeper. Liverpool. Pet May 25. Ord May 27.  
 WILLIAMS, EVAN, Bangor, Printer. Bangor. Pet May 17. Ord May 26.

WEAT, AARON, Kingston upon Hull, Solicitor. Kingston upon Hull. Pet Apr 14. Ord May 26.  
WILDE, JOSEPH, Nantwich, Grocer. Nantwich and Crewe. Pet May 25. Ord May 26.

**WARNING TO INTENDING HOUSE PURCHASERS AND LESSERS.**—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from the Sanitary Engineering & Ventilation Co., 115, Victoria-st., Westminster (Estab. 1876), who also undertake the Ventilation of Offices, &c.—[ADVT.]

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**STANDERSMEN and STUTTERERS** should read a little book by Mr. B. BEASLEY, Baron's Court House, West Kensington, London, price 12 stamps. The Author, after suffering nearly 40 years, cured himself by a method entirely his own.—[ADVT.]

#### SALE OF ENSUING WEEK.

June 7.—Messrs. HODGSON, Law Books, at the Auction Rooms, 115, Chancery-lane, W.C., at 1 p.m. (see advertisement, this week, p. 4).

#### BIRTHS, MARRIAGES, AND DEATHS.

##### BIRTHS.

DAVIDSON.—May 27, at Edinburgh, the wife of Mark George Davidson, advocate, of a son.

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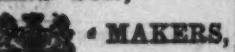
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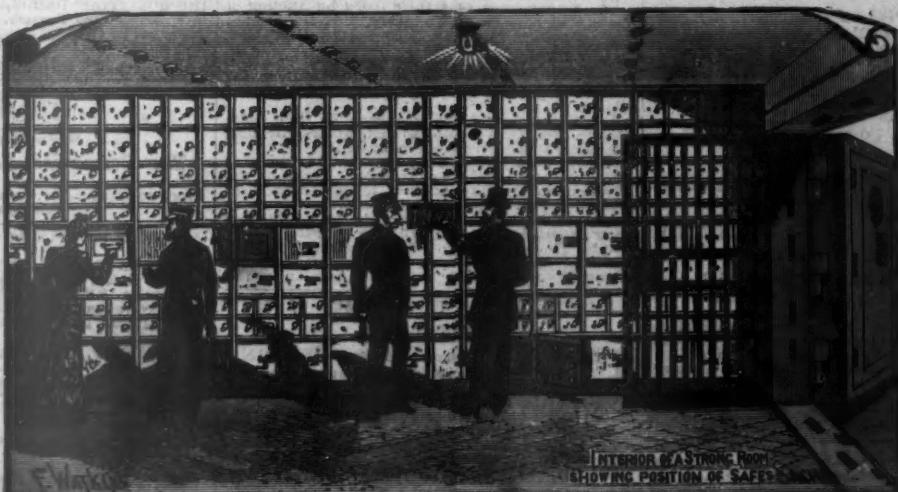
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June 4, 1887.

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